SUPREME COURT OF THE UNITED STATES.

No. 448.

CHRISTOPHER CAMMACK, JR., APPELLANT,

vs.

MARGARET F. LEWIS.

APPEAL FROM THE SUPREME COURT OF THE DISTRICT OF COLUMBIA.

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2 *Certificate of clerk to transcript.*

CLERK'S OFFICE, SUPREME COURT OF THE DISTRICT OF COLUMBIA.

I, R. J. Meigs, clerk of the said court, do hereby certify that originals, of which the following writings are true and complete copies, are on file and of record in the said office, and that said originals together constitute the record of the proceedings of said court in a certain cause therein depending and lately decided, entitled Margaret Freeman Lewis vs. Christopher Cammack, jr., and the New Jersey Mutual Life-Insurance Company. No. 1831. Equity docket 10.

In testimony whereof I hereto subscribe my name and affix the seal of said court this 22nd November, 1871.

[SEAL.]

R. J. MEIGS, *Clerk, &c.*,
By R. J. MEIGS, JR., *Ass't Cl.*

3 *Original bill.—Filed Nov.* 13, 1869.

In the supreme court of the District of Columbia. November 13, 1869.

MARGARET FREEMAN LEWIS *vs.* CHRISTOPHER CAMMACK, JR., AND THE NEW Jersey Mutual Life-Insurance Company.	No. 1831. Equity docket 10.

To the supreme court of the District of Columbia, holding an equity court for said district.

The plaintiff complains as follows:

1st. That she is the widow of and administratrix of John E. Lewis, deceased, and the guardian of William Chandlee Lewis and Margaret Woodburn Lewis, his children; and that she is a resident of Washington City, in the District of Columbia.

2d. The defendant, Christopher Cammack, jr., is a resident of Washington City, District of Columbia, and The New Jersey Mutual Life Insurance Company is a corporation of the State of New Jersey, doing business through its agents in Washington City aforesaid.

3d. That, on or about the 14th day of November, 1867, said
4 J. E. Lewis, deceased, was indebted unto said Cammack in the sum of seventy dollars, for which sum he made his promissory note as follows:

"$70.00.] "WASHINGTON, D. C., *November* 14, 1867.

"Sixty days after date I promise to pay C. Cammack, jr., or order, seventy dollars, value received, with interest, payable at the National Metropolitan Bank.

(Signed) "J. E. LEWIS."

[5 cent stamp, canceled.]

(Endorsed:) "C. Cammack, jr. Feb'y 5th, 1869. Satisfied."

That, as she is informed and believes, said J. E. Lewis was unable to pay said note when the same became due and payable; that said Cammack thereupon requested said J. E. Lewis to have his life insured, and to assign the policy to said Cammack as security for the payment of said note—agreeing with said J. E. Lewis to cancel said assignment when said note was paid; and, in case said Lewis should die before said note was paid, then, that said Cammack should deduct the amount

thereof and interest from the proceeds of said policy of life-insurance, and pay over the balance to this complainant.

4th. That, pursuant to said agreement, on or about the 19th
5 day of June, 1868, the said New Jersey Mutual Life-Insurance Company issued a policy, the same being No. 2885, for three thousand dollars, on the life of said J. E. Lewis, payable at his death to his heirs, &c., said policy containing the following covenant, viz:

"4. In every case when this policy shall be assigned or held as security, written notice thereof must be given to this company, and due proof of interest produced with the proofs of death. On payment of the policy to an assignee the original assignment, duly proved or acknowledged, is to be surrendered, to be left with the company."

That said policy was assigned by said J. E. Lewis to said Cammack to secure the payment of said note, June 19, 1868.

5th. That, on or about the 9th day of January, 1869, said J. E. Lewis died, at his residence in Washington City aforesaid, said Cammack being there present; that said Cammack undertook to transact all necessary business resulting thereupon and pursuant thereto, on or about the 13th day of January, 1869, notified said insurance company of the death of said J. E. Lewis, and, on or about the 20th day of January, 1869,
6 in pursuance of said promise, and representing that, to procure the proceeds of said policy, it was necessary that this complainant should sign some paper acknowledging that said Cammack had an interest in said policy, and knowing that said note for $70.00 had not been paid, and believing that to be the interest referred to, she signed the following certificate, which was previously prepared without her knowledge, and presented to her for signature without further explanation than that "she should sign that and the money would be paid her," viz:

"WASHINGTON, D. C., *Jan'y 20th*, 1869.

"To the New Jersey Mutual Life Insurance Company:

"The claim of Christopher Cammack, jr., of said city, secured by assignment of policy No. 2885 in you company on the life of my late husband, J. E. Lewis, is a just and legal claim, and it is my desire and direction that your company pay to said Cammack the proceeds thereof.

"Witness my hand and seal on the aforesaid date.

(S'g'd) "MRS. J. E. LEWIS.

"Witness:

(S'g'd) "W. E. CHANDLEE.

(S'g'd) "JAMES GRIFFITH."

7 6th. That, on or about the 23d day of January, 1869, said Cammack made the following affidavit viz:

"DISTRICT OF COLUMBIA,

"*Washington County, ss:*

"Christopher Cammack, jr., of the city aforesaid, being duly sworn, on his oath saith that he was acquainted with J. E. Lewis (deceased) during his life-time; that he was the person insured under policy No. 2885, in the New Jersey Mutual Life-Insurance Company, which said policy was assigned to deponent; that the full and true sum of three thousand dollars was and now is due to me from said J. E. Lewis or his estate; and that no part of the same has been paid to deponent by said Lewis or any one on his behalf.

(Signed) "CHRISTOPHER CAMMACK, JR.

"Sworn and subscribed before me this 23d day of January, 1869.
(S'g'd) "JOHN H. McCUTCHEN,
"*Notary Public.*"

That said Cammack presented said certificate and said affidavit to the Washington agents of said insurance company, with the proofs of
8 death of said J. E. Lewis, and claimed the money due under said policy, and that thereupon said Washington agents of said insurance company paid over to said Cammack the full proceeds of said policy No. 2885 for $3,000.00 on the life of said J. E. Lewis, (deceased.)

7th. That said Cammack, after so receiving the full proceeds of said policy, did not pay the same to this complainant, according as he agreed to do; but only paid her the sum of $950.00, refusing to pay any further sum; but accounted for the proceeds of said policy as follows, viz:

Feb'y 5, 1869.	Said note for $70.00, endorsed: Satisfied	$70 00
" " "	Receipted account for.....	26 35
" " "	Certificate of indebtedness for.....	$3,000 00

As follows:

"WASHINGTON, D. C., *June* 19, 1868.

[$1.50 rev. stamp.]

"Due Christopher Cammack, jr., the sum of three thousand dollars, value received, secured by assignment of policy of life insurance No. 2885, in the New Jersey Mutual Life-Insurance Company, and payable at my death from the proceeds thereof, to his order.
(S'g'd) "J. E. LEWIS.

"Witnesses: (S'g'd) JAMES GRIFFITH.
" (S'g'd) C. SCHWING.

9 On which is endorsed the following:

"This obligation fully satisfied and cancelled by proceeds of said life insurance mentioned herein. Feb'y 5, 1869.
(S'g'd) "C. CAMMACK, JR."

Making a total of $4,046.35 in cash and obligations, which said Cammack alleges was fully satisfied by the proceeds of said insurance policy for $3,000.00.

8th. And this complainant showeth that said affidavit so made by said Cammack is false and fraudulent in this respect: That said J. E. Lewis, (deceased,) at the time of his death or at any time previous thereto, did not owe said Cammack the full sum of $3,000.00, or any sum other than said note for $70.00 and said further sum of $26.35; that said note for $3,000.00, purporting to have been made by said J. E. Lewis, is false and fraudulent, and without consideration.

9th. And this complainant showeth that said New Jersey Mutual Life-Insurance Company well knew that said affidavit was false, and made with the fraudulent intention of procuring the whole proceeds of said policy No. 2885 to the use of said Cammack and in fraud of this
10 complainant's rights under said policy. That said insurance company well knew that the true and only interest of said Cammack in said policy was said note for $70.00 and interest, and said further sum of $26.35; and that said note or certificate of indebtedness for $3,000.00 was false and fraudulent, without consideration, and a fraud on this complainant's rights under said policy. Yet, notwithstanding

thereof and interest from the proceeds of said policy of life-insurance, and pay over the balance to this complainant.

4th. That, pursuant to said agreement, on or about the 19th
5 day of June, 1868, the said New Jersey Mutual Life-Insurance Company issued a policy, the same being No. 2885, for three thousand dollars, on the life of said J. E. Lewis, payable at his death to his heirs, &c., said policy containing the following covenant, viz:

"4. In every case when this policy shall be assigned or held as security, written notice thereof must be given to this company, and due proof of interest produced with the proofs of death. On payment of the policy to an assignee the original assignment, duly proved or acknowledged, is to be surrendered, to be left with the company."

That said policy was assigned by said J. E. Lewis to said Cammack to secure the payment of said note, June 19, 1868.

5th. That, on or about the 9th day of January, 1869, said J. E. Lewis died, at his residence in Washington City aforesaid, said Cammack being there present; that said Cammack undertook to transact all necessary business resulting thereupon and pursuant thereto, on or about the 13th day of January, 1869, notified said insurance company of the death of said J. E. Lewis, and, on or about the 20th day of January, 1869,
6 in pursuance of said promise, and representing that, to procure the proceeds of said policy, it was necessary that this complainant should sign some paper acknowledging that said Cammack had an interest in said policy, and knowing that said note for $70.00 had not been paid, and believing that to be the interest referred to; she signed the following certificate, which was previously prepared without her knowledge, and presented to her for signature without further explanation than that "she should sign that and the money would be paid her," viz:

"WASHINGTON, D. C., *Jan'y 20th*, 1869.

"To the New Jersey Mutual Life Insurance Company:

"The claim of Christopher Cammack, jr., of said city, secured by assignment of policy No. 2885 in you company on the life of my late husband, J. E. Lewis, is a just and legal claim, and it is my desire and direction that your company pay to said Cammack the proceeds thereof.

"Witness my hand and seal on the aforesaid date.

(S'g'd) "MRS. J. E. LEWIS.

"Witness:

(S'g'd) "W. E. CHANDLEE.

(S'g'd) "JAMES GRIFFITH."

7 6th. That, on or about the 23d day of January, 1869, said Cammack made the following affidavit viz:

"DISTRICT OF COLUMBIA,

"*Washington County, ss:*

"Christopher Cammack, jr., of the city aforesaid, being duly sworn, on his oath saith that he was acquainted with J. E. Lewis (deceased) during his life-time; that he was the person insured under policy No. 2885, in the New Jersey Mutual Life-Insurance Company, which said policy was assigned to deponent; that the full and true sum of three thousand dollars was and now is due to me from said J. E. Lewis or his estate; and that no part of the same has been paid to deponent by said Lewis or any one on his behalf.

(Signed) "CHRISTOPHER CAMMACK, JR.

"Sworn and subscribed before me this 23d day of January, 1869.
(S'g'd) "JOHN H. McCUTCHEN,
"*Notary Public.*"

That said Cammack presented said certificate and said affidavit to the Washington agents of said insurance company, with the proofs of
8 death of said J. E. Lewis, and claimed the money due under said policy, and that thereupon said Washington agents of said insurance company paid over to said Cammack the full proceeds of said policy No. 2885 for $3,000.00 on the life of said J. E. Lewis, (deceased.)

7th. That said Cammack, after so receiving the full proceeds of said policy, did not pay the same to this complainant, according as he agreed to do; but only paid her the sum of $950.00, refusing to pay any further sum; but accounted for the proceeds of said policy as follows, viz:

Feb'y 5, 1869.	Said note for $70.00, endorsed: Satisfied	$70 00
" " "	Receipted account for.....	26 35
" " "	Certificate of indebtedness for.....	$3,000 00

As follows:

"WASHINGTON, D. C., *June* 19, 1868.

[$1.50 rev. stamp.]

"Due Christopher Cammack, jr., the sum of three thousand dollars, value received, secured by assignment of policy of life insurance No. 2885, in the New Jersey Mutual Life-Insurance Company, and payable at my death from the proceeds thereof, to his order.
(S'g'd) "J. E. LEWIS.

"Witnesses: (S'g'd) JAMES GRIFFITH.
" (S'g'd) C. SCHWING.

9 On which is endorsed the following:

"This obligation fully satisfied and cancelled by proceeds of said life insurance mentioned herein. Feb'y 5, 1869.
(S'g'd) "C. CAMMACK, JR."

Making a total of $4,046.35 in cash and obligations, which said Cammack alleges was fully satisfied by the proceeds of said insurance policy for $3,000.00.

8th. And this complainant showeth that said affidavit so made by said Cammack is false and fraudulent in this respect: That said J. E. Lewis, (deceased,) at the time of his death or at any time previous thereto, did not owe said Cammack the full sum of $3,000.00, or any sum other than said note for $70.00 and said further sum of $26.35; that said note for $3,000.00, purporting to have been made by said J. E. Lewis, is false and fraudulent, and without consideration.

9th. And this complainant showeth that said New Jersey Mutual Life-Insurance Company well knew that said affidavit was false, and made with the fraudulent intention of procuring the whole proceeds of said policy No. 2885 to the use of said Cammack and in fraud of this
10 complainant's rights under said policy. That said insurance company well knew that the true and only interest of said Cammack in said policy was said note for $70.00 and interest, and said further sum of $26.35; and that said note or certificate of indebtedness for $3,000.00 was false and fraudulent, without consideration, and a fraud on this complainant's rights under said policy. Yet, notwithstanding

such knowledge, and in direct violation of the covenants of said policy, they did pay over to said Cammack the full proceeds of said policy.

The plaintiff therefore prays as follows:

1st. That said affidavit made by said Cammack, said certificate of indebtedness for $3,000.00, and said certificate, to which the signature of this complainant was obtained by false representations, be declared null and void as against this complainant, and ordered to be delivered up and cancelled.

2d. That an account be taken of what is due this complainant out of the proceeds of said insurance policy No. 2885 of said New Jersey Mutual Life-Insurance Company.

3d. That the defendants may be decreed to pay to this com-
11 plainant what shall be so found due, with the costs of this suit.

4th. That for the pursoses aforesaid, said policy and all papers pertaining thereto be produced by said defendants, and that all necessary accounts may be taken, inquiries made, and directions given.

5th. That the plaintiff may have such further relief in the premises as the nature of the case may require.

The defendants to this bill of complaint are Christopher Cammack, jr., Washington, D. C., and the New Jersey Mutual Life-Insurance Company, John T. Lighter, Washington agent.

M. F. LEWIS.

A. McCALLUM,
Counsel for Plaintiff.

I do solemnly swear that I have read the foregoing bill by me subscribed, and know the contents thereof; and that the facts therein stated upon my personal knowledge are true, and that the facts therein stated upon information and belief I believe to be true.

M. F. LEWIS.

Subscribed and sworn to before me this 13th Nov., 1869.

R. J. MEIGS, *Clerk.*

12 *Sp'a to ans'r original bill.—Issued Nov.* 13, 1869.

In the supreme court of the District of Columbia. November 13, 1869.

MARGARET F. LEWIS, COMPLAINANT,
vs.
CHRISTOPHER CAMMACK, JR., ET AL., DEFENDANTS. } No. 1831. Eq. doc. 10.

The President of the United States to Christopher Cammack, jr., and the New Jersey Mutual Life-Insurance Company, defendants:

You are hereby commanded to appear in this court, at its first special term, occurring twenty days after service of this subpœna, and answer the exigency of the bill, under pain of attachment and such other process of contempt as the court shall award.

Witness D. K. Cartter, chief justice.

R. J. MEIGS, *Clerk.*

MEMORANDUM.—That the defendants are to enter their appearance in this suit in the clerk's office on or before the special term to which this writ is returnable; otherwise the bill may be taken for confessed.

13 *Return of marshal upon sp'a to ans'r.—Issued Nov.* 13, 1869.

Summoned both. Nov'r 16, 1869.

A. SHARP, *Marshal.*

Answer of N. J. M. L. I. Co.—Filed Dec. 4, 1869.

In the supreme court of the District of Columbia.

MARGARET F. LEWIS *vs.* CHRISTOPHER CAMMACK, JR., AND THE NEW JERSEY MUTUAL LIFE-INSURANCE COMPANY.	In equity No. 1851. Docket 10.

The separate answer of the New Jersey Mutual Life-Insurance Company to the bill of complaint in the above case.

This respondent admits the statements made in the 1st and 2nd paragraph' of the bill as to the character and residence of the parties.

As to the other statements contained in said bill, this respondent answers as follows:

The policy of insurance was issued to the said John E. Lewis on the 18th day of June, 1868, insuring his life for the sum of $3,000,
14 as stated in the bill of complaint. The original paper will be produced whenever required by the court.

It is also true that the said John E. Lewis, with the consent of this respondent, did, on the 19th day of June, 1868, assign the said policy of insurance to the said defendant Christopher Cammack, j'r. The respondent is also ready to produce this assignment in obedience to the order of the court.

This respondent, further answering, admits the death of the said John E. Lewis, and the payment of the full amount of the insurance due to the said defendant Christopher Cammack, j'r, assignee of the said policy, as above stated. In accordance with theterms of the said policy, the said assignee was required to produce to the company proof of his interest therein. And, accordingly, the said Cammack did produce and file with the company his own affidavit that the deceased was indebted to him in the full sum of $3,000 and attached to this affidavit the certificate under seal of the complainant herself, witnessed by two respectable persons, declaring that the claim of said defend-
15 fendant Christopher Cammack, j'r, was just and legal, and directing this respondent to pay the amount thereof to him. Respondent will exhibit these papers when required by the court.

This respondent, at the time of receiving said affidavit and certificate and of paying the money thereon, had no knowledge, information, or suspicion of any fraud in the transaction, either as between the complainant and the said Cammack, or between them and the company; and it is therefore insisted that the payment of said money was rightfully made to the said assignee so far as the complainant or any representative of Jno. E. Lewis, dec'd, was concerned in the same. The complainant, especially, is estopped from making any claim in the premises.

Although ignorant of the facts, and thus deceived by the complainant at the time of the said payment, this respondent has since been informed, and now expressly states, upon such information, that the said deceased, Jno. E. Lewis, was indebted to the defendant Cammack, only in the inconsiderable sum of seventy-five dollars, and that the statements made by the said Cammack in his affidavit and by the
16 complainant in her said certificate were false and fraudulent.

The fraud thus perpetrated by the said complainant and the defendant Cammack rendered the said policy void: and this respondent

is advised that the said parties are liable and bound to repay the moneys received by them, and respondent will, at a proper time, ask the court for permission to file a cross-bill for the recovery of the money thus fraudulently obtained by the defendant Cammack, through the fraudulent contrivance and participation of the complainant.

This respondent, further answering, insists that the facts herein set forth in defence against the said bill of complaint, are sufficiently apparent from the statements of the bill itself, and the respondent therefore prays that it may have the same advantage by this answer which it might have by a demurrer to the said bill.

And, having fully answered, this respondent prays to be hence dismissed, with its reasonable costs in behalf most wrongfully expended.

BARTLEY & STANTON,
Solicitor for the N. J. M. L. Co.

17 STATE OF NEW JERSEY,
Essex County, ss :

William M. Simpson, being duly sworn according to law, on his oath says that he is the secretary of the New Jersey Mutual Life-Insurance Company, the defendants in the above action; that he has read the foregoing answer and that the facts therein stated upon the knowledge of the company are true, and those stated upon information and belief he believes to be true.

W. M. SIMPSON.

Sworn and subscribed before me this second day of December, A. D. 1869, at Newark, N. J.

[L. S.]

G. N. ABEEL,
Notary Public, Essex Co., N. J.

18 *Replication.—Filed Dec.* 29, 1869.

In the supreme court of the District of Columbia, December 8, 1869.

MARGARET F. LEWIS
vs.
CHRISTOPHER CAMMACK, J'R, AND NEW JERSEY Mutual Life-Insurance Company.
} No. 1831. Equity docket 10.

The complainant hereby joins issue with the defendant, (No. 2,) The New Jersey Mutual Life-Insurance Company.

A. MCCALLUM,
Solicitor for Complainant.

19 *Demurrer of def't Cammack.*

In the supreme court of the District of Columbia.

BETWEEN MARGARET F. LEWIS & AL.
and
CHRISTOPHER CAMMACK, J'R, & AL.

The several demurrer of Christopher Cammack, j'r, to the bill of complaint of Margaret F. Lewis.

This defendant, by protestation, not confessing all or any of the matters and things in the complainant's bill of complaint contained to be

true in such manner and form as the same is therein set forth and alleged, doth demur to said bill, and for cause of demurrer showeth: That the said complainant Margaret F. Lewis, who appears by her said bill to be the widow of one John E. Lewis, deceased, has not exhibited by her said bill that she has duly administered or taken out letters of administration on the estate of said Lewis, deceased; and that said
20 bill further shows that the said William Chandler Lewis, and Margaret Woodburn Lewis are infants under the age of twenty-one years, and exhibited in said bill, without any person therein named as his, her, or their next friend.

Wherefore and for divers other good causes of demurrer appearing in the said bill, the defendant doth demur thereto and humbly demands the judgment of this court whether he shall be compelled to make any further or other answer to the said bill, and prays to be hence dismissed with his costs and charges in this behalf most wrongfully sustained.

C. CAMMACK, J'R.

Personally appeared before me, R. J. Meigs, clerk of the supreme court of the District of Columbia, Christopher Cammack, j'r, the above defendant and makes oath that the above demurrer is not interposed for purpose of delaying said suit.

R. J. MEIGS,
Clerk, &c.

I certify that the above objections are, in my opinion, good in law.

J. J. JOHNSON,
For Def't.

21 *Demurrer overruled.—Dec.* 20, 1869.

In the supreme court of the District of Columbia. Dec. 20th, 1869.

M. F. LEWIS
vs.
C. CAMMACK, J'R, ET AL. } No. 1831. Equity docket No. 10.

This came on to be heard on demurrer filed by the defendant C. Cammack, j'r, and was argued by counsel; and, thereupon, upon consideration thereof, it is ordered that said demurrer be, and is hereby, overruled, and the said defendant ordered to answer the bill of complainant.

By the court.

22 *Answer of C. Cammack, jr.—Filed Jan'y* 4, 1870.

In the supreme court of the District of Columbia.

MARGARET F. LEWIS
vs.
CHRISTOPHER CAMMACK, JR. } No. 1831. Eq. doc. 10.

The answer of the above-named defendant Christopher Cammack, jr., to the bill of complaint of the above-named complainant.

This respondent, saving all benefit of exception to the manifold errors and uncertainties in said bill contained, for answer thereunto, or unto so much thereof as he is advised it is necessary or material for him to

make answer, answering, says: He admits that the complainant is the widow of the deceased, John E. Lewis, and that respondent is a citizen and resident of the city of Washington, in the District of Columbia.

Respondent, further answering, says he and the deceased were on terms of great intimacy, and respondent had great regard for the deceased; that the said Lewis frequently visited your respondent socially and for assistance when he was pressed by adverse circumstances, and desired respondent to oblige him in his pecuniary troubles.

23 Respondent says it is true that deceased was indebted to him in the note of seventy dollars, and the account of twenty-six dollars and thirty-five cents, and a further sum of thirty-six , not mentioned in complainant's bill.

This respondent, further answering, says that, on one occasion, when the deceased visited this respondent for the purpose of obtaining assistance, respondent stated to said Lewis, if he, Lewis, could pass an examination, respondent would advise him to insure his life for the term of seven years, and if the said Lewis would assign his policy when obtained to respondent, in payment of said indebtedness to your respondent, that your respondent would pay the first premium, and all subsequent premiums thereon, annually, during said term, and would also pay out of the proceeds of said policy so to your respondent assigned, when realized, one-third part thereof to the widow of said Lewis. This respondent further saith that said Lewis then and there accepted said proposition, and that, having passed his examination, and being

24 about to obtain the said policy, the said Lewis executed on the date thereof the promissory note to this respondent, set forth in the bill, with the intention and for the purpose of carrying out the agreement aforesaid, to vest in your respondent the whole proceeds of said policy, subject to a trust for the benefit of the complainant in this cause, as to one-third part thereof, and thereupon your respondent, with his own money, paid the premium upon which the said policy issued to and was assigned by said Lewis to your respondent. And this respondent is advised and charges that, by reason of the premises, your respondent became entitled to the whole proceeds of said policy for his own absolute benefit, subject to the trust aforesaid, the said Lewis having died before the next annual premium became due; that said assignment of said policy to this respondent has been delivered up to said New Jersey Mutual Life-Insurance Company, co-defendant in this cause, and the same will be produced in evidence in this cause.

This respondent is advised and charges that the said note and

25 assignment were procured upon a valuable consideration which was highly beneficial to said Lewis, and that the same is binding upon all persons claiming under said Lewis. And respondent avers that, but for the early death of said Lewis, respondent would have been compelled by his agreement aforesaid, out of his private means, to keep said policy alive during said term.

This respondent further avers that said assignment was not made as a security for said indebtedness as charged in said bill, but was intended for the considerations above-mentioned as an absolute sale to respondent for respondent's own benefit after paying one-third part thereof as aforesaid. That this respondent, regarding himself as entitled to receive from said New Jersey Mutual Life-Insurance Company the whole of said three thousand dollars, less the discount made by the said company for cash payment for the purposes aforesaid, felt justified in making the affidavit set forth in said bill. And this respondent is further

26 advised and charges that the said affidavit was strictly true, and made in good faith.

This respondent, further answering said bill of complaint, saith that, after said agreement, this respondent further befriended said Lewis by paying an annual premium due by said Lewis on another policy of insurance which said Lewis had prior to the 19th day of June, 1868, obtained from the Massachusetts Mutual Life-Insurance Company, for the benefit of the wife of said Lewis, which amount respondent, with the consent of complainant, deducted from the one-third part of said proceeds coming to her as aforesaid.

And this respondent avers and charges that the policy in the said last-mentioned company for twenty-five hundred dollars was about to be surrendered by said Lewis to said company on the best terms he could get, owing to his pecuniary condition, to keep said policy alive, the time for the payment of said premium on said policy having arrived, and the said Lewis being unable to pay the same, when this respondent agreed with the said Lewis that respondent would pay the premium on said policy also, which respondent did.

27 This respondent further saith that, after your respondent had received said proceeds from said New Jersey Mutual Life-Insurance Company, the complainant and your respondent accounted together, and respondent paid the complainant the sum of nine hundred and fifty dollars, and accepted the receipt of the complainant as a final settlement, which said receipt is as follows:

"No. 459.] "WASHINGTON, D. C., *February 5th*, 1869.

"National Metropolitan Bank:

"Pay to Mrs. John E. Lewis, or order, nine hundred & fifty dollars in full for her proportion of policy No. 2885, in the New Jersey Mutual Life-Insurance Co.

"$950.] "C. CAMMACK, JR."

And endorsed as follows: "Mrs. J. E. Lewis," which this respondent pleads in bar of all further claim on the part of the complainant in this cause.

This respondent, further answering said bill, says that the allegation in said bill of complaint that this respondent agreed with said Lewis to cancel said assignment when said note of seventy dollars was paid,

28 and pay over the balance of said policy to the complainant, is absolutely and unqualifiedly false.

This respondent, further answering said bill of complaint, says that the allegation in the fifth paragraph of complainant's bill, that complainant signed said order in said paragraph set forth, in pursuance of promises and representations made to her by respondent that, to procure the proceeds of said policy it was necessary that this complainant should sign some paper pledging that said Cammack had an interest in said policy, &c., is entirely without foundation and positively untrue; that this respondent never saw the complainant on the subject, nor did he authorize any one in his behalf to make any such representations to said complainant.

This respondent further avers that the complainant has no interest or title in her own behalf in the subject-matter of this suit, to maintain this cause, without letters of administration. And he prays to be allowed the benefit of matters herein set forth as demurrer, plea,

29 or answer, according to the nature of said matters, and to be hence dismissed with his reasonable costs and charges in this behalf sustained.

C. CAMMACK, JR.

I do solemnly swear that I have read the answer by me subscribed and know the contents thereof; and the facts therein stated upon my personal knowledge are true, and the facts stated upon information and belief I believe to be true.

C. CAMMACK, JR.

Subscribed and sworn to before me this 4th of January, 1870.

R. J. MEIGS, *Clerk.*

J. J. JOHNSON,
R. J. BRENT,
Solicitors for Def't.

Replication.—Filed Jan'y 6, 1870.

In the supreme court of the District of Columbia. Jan'y 6, 1870.

M. F. LEWIS
v.
C. CAMMACK, JR., ET AL. } No. 1831. Equity docket 10.

The complainant hereby joins issue with the defendant C. Cammack, jr.

A. McCALLUM,
Sol'r for Compl't.

30 *Leave to file cross-bill.—Filed Jan'y 15, 1870.*

In the supreme court of the District of Columbia. January 15, 1870.

MARGARET F. LEWIS
vs.
C. CAMMACK, JR., AND THE NEW JERSEY MUT. L. I. Company. } No. 1831. Equity docket 10.

On motion of the New Jersey Mutual Life-Insurance Company leave is given to file a cross-bill against the complainant and the other defendant.

A. B. OLIN, *Justice &c.*

31 *Cross-bill.—Filed Jan'y 17, 1870.*

In the supreme court of the District of Columbia, the day of January, 1870.

THE NEW JERSEY MUTUAL LIFE-INSURANCE CO.
vs.
MARGARET FREEMAN LEWIS AND CHRISTOPHER Cammack, jr. } No. 1831. Docket 10.

To the supreme court of the District of Columbia holding a court of equity for said district:

By leave of court first had and obtained the said complainant brings this its cross-bill against the said defendants and states that, heretofore, on the 18th day of Nov., 1869, the said defendant Margaret filed her original bill of complaint in this court against the present complainant and the other defendant, Cammack, setting forth that she is the widow of John E. Lewis, deceased, and the natural guardian of his children, William C. and Margaret W. Lewis, infants, all of whom, together with the defendants Cammack, are residents of Washington, D. C.,

and that the present complainant is a corporation of the State of New Jersey, doing business through its agents in the said city of Washington.

32 The said Margaret in her said original bill sets forth and shows that the said J. E. Lewis, now deceased, was indebted to the defendant Cammack, in the $70 on a certain note for that amount, dated the 14th Nov., 1867, and to secure the payment of said note it was agreed by them that the life of the said J. E. Lewis should be insured by this complainant for $3,000 and the policy assigned to the said Cammack. The said original bill then further states the issuance of a policy of insurance by this complainant to the said J. E. Lewis on the 19th day of June, 1868, and the assignment of the same to the said Cammack, on the same day for securing the payment of the said debt of $70.00.

The said original bill then further sets forth the death of the said J. E. Lewis, and the payment of the said sum of $3,000 by this complainant to the said Cammack upon a false affidavit made by him, and a certificate given by the said Margaret herself, which she alleges was fraudulently obtained from her by the said Cammack.

33 In her original bill the said Margaret admits the payment of $950 to her by the said Cammack, but further alleges that the insurance-money was wrongfully paid by this complainant to the said Cammack. Upon these allegations the bill prays an account against the said Cammack and this complainant, and asks a decree for the amount of the insurance-money of which she claims the whole, less the debt of said Cammack as aforesaid.

In its answer to the said original bill, this complainant admits the issuance of the insurance policy as stated, the death of the said J. E. Lewis, the payment of the money upon the false affidavit and certificate aforesaid to the assignee, the said Cammack, but denies all knowledge of any fraud at the time of paying said money and all responsibility to the said Margaret on account thereof; all of which will more fully and at large appear by reference to the said original bill and the answer thereto, the same being of the records of this honorable court.

And now the complainant, by this cross-bill, proceeds to state the facts more fully, and to ask the relief which cannot be granted upon the answer alone, and to which it claims to be entitled, as follows:

34 1st. This complainant is informed and believes and now expressly charges that the said J. E. Lewis, deceased, at the time of the issuance of the said policy of insurance, was indebted to the said Cammack in the sum of $70, the amount of the said aforesaid note, and no more; that the said Cammack, seeing that the said Lewis was in bad health and poor circumstances, and not likely to pay said debt, persuaded the said Lewis to let him (Cammack) take out the policy of insurance on his life for $3,000; and it was then and there agreed between them, the said Lewis and Cammack, that, on the death of said Lewis, he (Cammack) would pay one-third of the proceeds of the insurance to the widow of said Lewis, and would retain the remaining two-thirds for himself. On this speculative and fraudulent agreement the premium for said policy was paid by the said Cammack, and the policy was assigned to him by the consent of this complainant, and was held by him (the said Cammack) until the death of said Lewis. Complainant states that it was wholly ignorant of these facts at the time of the issuance of

35 the policy, the assignment of the same, and the payment of the money thereon; but, on the contrary, it relied on the affidavit of the said Cammack and the certificate of the said Margaret, be-

lieving them to be true, though both are now ascertained to be false and fraudulent.

2nd. The complainant further charges that the certificate of the said Margaret, as the same is set forth in her original bill, was made and given by her in pursuance of the aforesaid agreement between the deceased and the said Cammack; that the same was given in aid of the fraudulent conspiracy thus entered into against this company; and that the sum of $950, which she *she* acknowledges having received, was paid to her in conformity with the said agreement. The complainant has in its possession the original certificate aforesaid and also the affidavit of said defendant Cammack, both of which will be exhibited in proof if necessary, at the hearing of this cause.

3d. This complainant, on the foregoing facts, insists that the policy aforesaid was a "wager" policy, and was wholly void in law; that it was obtained by fraudulent misrepresentation and deception; and that this complainant's assent to the assignment thereof was obtained in
36 the like fraudulent manner, and was also contrary to the conditions of the policy, and was therefore void against the company. It is also insisted that the payment of the money having been made in ignorance of the facts now herein stated, and upon the fraudulent concealment of said facts by the defendants, makes them liable to refund the same to the complainant, with interest.

4th. The complainant further states, from information recently obtained, that it has good reason to believe, and expressly charges, that the said J. E. Lewis, at the time of applying for said policy, was in bad health, suffering from disease which he concealed from the physician who examined him. The physician usually employed by this company for the purpose had refused to recommend said Lewis for insurance, but this fact was concealed from this complainant, and was at the time wholly unknown to it. The original policy of insurance is herewith filed, marked "Exhibit A;" also, the application of the said Lewis and the examining physician's report, marked "Exhibit B;" and the assignment of the said Lewis with the assent of the complainant, marked "Exhibit C."

37 *Assignment.—Exhibit "C" to cross-bill.—Filed Jan'y* 17, 1870.

[50-ct. revenue stamp, canceled by J. E. Lewis, June 19, 1868.]

No. 2885.] [$3,000.

THE NEW JERSEY MUTUAL LIFE-INSURANCE CO.

Life of John E. Lewis.

State of New Jersey—office 151 Market street, Newark, N. J.

For value received I do hereby assign, transfer, and set over unto Christopher Cammack, jr., the above-named policy of insurance and all sums of money, interest, benefit, and advantage whatsoever, now due or hereafter to arise, or to be had or made by virtue thereof: To have and to hold unto said Christopher Cammack, jr.

In witness whereof I have hereunto set my hand and seal the nineteenth day of June, one thousand eight hundred and sixty-eight.

J. E. LEWIS.

Assignment of policy.

Sealed and delivered in the presence of—

JAMES GRIFFITH.

C. SCHWING.

The New Jersey Mutual Life-Insurance Company hereby consent to the above assignment, subject to the conditions of the policy.

Newark, N. J., 186 .

W. M. SIMPSON, *Secretary.*

38 All of which are prayed to be taken as parts of this cross-bill.

The complainant insists that, by the terms of the said policy and assignment, and by force of the several facts herein stated, the same were null and void, and the money paid thereon ought to be repaid to the complainant.

The complainant therefore prays that the said Christopher Cammack, jr., and the said Margaret F. Lewis be made defendants to this cross-bill; that they may be required to answer the allegations thereof, and especially that they, and each of them, may answer, on their respective corporal oaths, the following interrogatories:

1st. Whether the said defendant Cammack and the said J. E. Lewis, deceased, did not make the agreement alleged and set forth in the charge No. 1 of this cross-bill, or an agreement in substance and effect equivalent thereto?

2nd. Whether any and what agreement was made by and between the said Cammack and Lewis relative to the said policy of insurance and the said assignment thereof?

39 3d. Whether the said Cammack did not pay the premium to the complainant for the said policy of insurance; and if so, upon what agreement or consideration the same was so paid by him?

4th. What was the actual amount of the debt due by the said deceased to the said Cammack, and upon what consideration or transaction was such debt founded? If there was any other debt than that of $70.00 above stated, what were the particulars of the same, and when and how was it contracted?

5th. What was the state of the health of the said deceased at the time of his application for said insurance? Did not the defendants know that the health of said deceased was then feeble and bad, and that he was not expected to live long?

6th. Did not the said Margaret execute the certificate signed by her in pursuance of the aforesaid agreement made between the deceased and the said Cammack in order to enable the said Cammack to receive the money, and with the full knowledge that the aforesaid agreement had been made?

40 And the complainant further prays that the proceeding upon this cross-bill may be set for hearing at the same time with the said original bill; that the defendants may account to the complainant for the money paid to them upon the false pretenses aforesaid; and that they may be decreed to repay the same, with interest; and that such other and further relief may be granted as to your honors may seem meet and suitable to the exigencies of the case.

May it please your honors to grant the writ of subpœna, commanding, &c., &c.

BARTLEY & STANTON,
Solicitors for the Complainant in the Cross-bill.

41 *Subpœna to answer cross-bill.—Issued Jan'y 17, 1870.*

In the supreme court of the District of Columbia. January 17, 1870.

THE NEW JERSEY MUTUAL LIFE-INSURANCE Company *vs.* MARGARET F. LEWIS ET AL. } No. 1831. Equity docket 10.

The President of the United States to Margaret F. Lewis and Christopher Cammack, jr., defendants:

You are hereby commanded to appear in this court, at its first special term, occurring twenty days after service of this subpœna, and answer the exigency of the cross-bill, under pain of attachment, and such other process of contempt as the court shall award.

Witness D. K. Cartter, chief justice.

R. J. MEIGS, *Clerk.*

MEMORANDUM.—That the defendants are to enter their appearance in this suit in the clerk's office on or before the special term to which this writ is returnable; otherwise the bill may be taken for confessed.

Marshal's return upon sp'a to ans. cross-bill.

Summoned Christopher Cammack; not to be found, the other. January 18, 1870.

A. SHARP, *Marshal.*

42 *Alias sp'a to ans'r cross-bill.—Issued Feb'y 9, 1870.*

In the supreme court of the District of Columbia. February 9, 1870.

THE NEW JERSEY MUTUAL LIFE-INSURANCE Co. *vs.* MARGARET F. LEWIS ET AL. } No. 1831. Equity docket 10.

The President of the United States to Margaret F. Lewis, defendant:

You are hereby commanded to appear in this court, at its special term, occurring twenty days after service of this subpœna, and answer the exigency of the cross-bill, under pain of attachment, and such other process of contempt as the court shall award.

Witness D. K. Cartter, chief justice.

R. J. MEIGS, *Clerk.*

MEMORANDUM.—That the defendant is to enter her appearance in this suit in the clerk's office on or before the special term to which this writ is returnable; otherwise, the bill may be taken for confessed.

Return of marshal on sp'a (alias) to answer cross-bill.

Summoned defendant by A. McCallum's att'y. Acknowledgement of service Feb'y 14, 1871.

A. SHARP, *Marshal.*

43 *Answer of M. F. Lewis to cross-bill.—Filed Feb'y 28, 1870.*

In the supreme court of the District of Columbia.

THE NEW JERSEY MUTUAL LIFE-INSURANCE Company *vs.* MARGARET F. LEWIS AND C. CAMMACK, JR. } No. 1831. Equity docket 10.

The separate answer of Margaret F. Lewis, complainant in the original bill of complaint filed in this cause and defendant to the cross-bill of the above-named complaint.

This defendant, saving all benefit of exceptions to the manifold errors and uncertainties in said cross-bill contained and to its obvious defectiveness, for answer thereto, or so much thereof as she is advised it is necessary or material for her to make answer, says:

The statement of facts in said cross-bill set forth as contained in this defendant's original bill of complaint are admitted to be correct, except as to the following statements, on page thereof, "to secure the payment of said note it was agreed by them that the life of said J. E. Lewis should be insured by the complainant for $3,000.00, and the
44 policy assigned to said Cammack; and on page thereof, "the said Margaret admits the payment of $950.00 to her by said Cammack, but further alleges that the insurance-money was wrongfully paid by this complainant to said Cammack."

Paragraphs 3, 7, and 9 of said original bill are referred to for a proper understanding of the language thereof and the facts therein set forth.

This defendant, further answering, says that, at the time said policy was issued by said complainant, the New Jersey Mutual Life-Insurance Company, on the life of J. E. Lewis, deceased, she was aware that her late husband owed said Cammack about $70.00 for clothing, purchased of him some time previous, but that at that time she had no knowledge or information that said Lewis had insured his life in the said company, and that he had assigned the policy to said Cammack in security for the payment of said debt, or of any agreement entered into between said Lewis and said Cammack regarding said policy, as alleged in said cross-bill, in language as follows: "And it was then and
45 there agreed between them, the said Lewis and Cammack, that, on the death of the said Lewis, he, Cammack, would pay one-third of the proceeds of the insurance to the widow of said Lewis and would retain two-thirds for himself," or of any agreement whatsoever existing between them; but, on the contrary, showeth that it was not until some time in the fall of 1868, in the month of September or October of that year that she knew anything about said policy of insurance, and then only what she learned from a conversation between her late husband and Mrs. Woodworth, the mother of this defendant, in which her late husband (said Lewis) in speaking of matters of business existing between him and said Cammack, said, that his life was insured in said company under an agreement with said Cammack, and that said Cammack would transfer the policy to this defendant when the money owing him by said Lewis was paid, and in case said Lewis should die before said debt was paid, that said Cammack would deduct the amount
46 owing him and pay the balance of said insurance-money to this defendant.

That she did not know the particulars or anything further about said policy of insurance until after her husband's death in January, 1869.

That, during her husband's life-time, she avoided all conversation with him or with others regarding his insurance policies, and was ignorant as to all concerning them except as to the information above referred to, which she heard unwillingly.

And this defendant, further answering, saith that it is not true, as alleged in said cross-bill, that the New Jersey Mutual Life-Insurance Company was wholly ignorant of the facts set forth in her original bill of complaint at the time said policy was issued and assignment made; but, on the contrary, sheweth that its Washington agents who procured the application of the said Lewis for said policy, and on whose recommendation said policy issued, were fully acquainted with all the facts as to the true interest of said Cammack in said assignment and pol-
47 icy. And this defendant is advised and charges that said New Jersey Mutual Life-Insurance Company, by the knowledge of its said agents, did know all the facts in the case, and that if there was any fraud in procuring the issue of said policy by said insurance company it was a fraud to which it was a party, and of which it cannot take advantage.

And this defendant denies all knowledge or intention of fraud in the premises on her part; or that, as alleged in said cross-bill, the certificate signed by her and afterwards presented by co-defendant Cammack to said insurance company was, or has been, ascertained to be false and fraudulent; but, on the contrary, shows the same to be strictly true in every particular, and that she signed the same on the representations made to her as set forth in her original bill of complaint, without any knowledge whatever of the obligation for $3,000.00, alleged to have been made by her late husband. That she knew nothing about said obligation until after she had signed said certificate and received
48 the sum of $950.00, as set forth in said original bill, and that she would not have signed any such certificate had she known of such an obligation, as she knew that her husband did not owe said $3,000.00, or any part thereof. That, in said certificate, there is no mention of any such obligation or any specific sum whatever, and that she signed the same in the belief that the debt therein referred to was the debt as set forth in her original bill, and no other. That, at the time of signing said certificate, she was ignorant as to the amount she was entitled to under said policy, and accepted said sum of $950.00 under representations made to her, and in the belief from these representations that it was all she was entitled to receive. That she relied upon the friendship and honor of said Cammack, and did then suspect or believe that he would resort to such means to obtain money which did not belong to him. That said certificate was written by said Cammack and brought to her for signature, and she denies that the
49 same was given with any knowledge or in aid of any fraudulent conspiracy as alleged in said cross-bill, or that said $950.00 was received by her in conformity with the agreement set forth in said cross-bill.

And this defendant is advised and charges that said policy was not a wager-policy or void in law, or that said assignment was made contrary to or in violation of the terms of said policy; but, on the contrary, insists that said policy is good in law, and that said assignment was made in accordance with the covenants of said policy, and that the only fraud in the premises is that set forth in her original bill of complaint—the fraudulent proof of interest made by said Cammack with the knowledge of said company.

And this defendant, further answering, saith: That her late husband

was unwell during the winter previous to the time said policy was issued, but that he had recovered from his said illness and was in better health at that time than for a long time before. That he
50 could not have concealed any disease from the surgeon who examined him, as alleged in said cross-bill, said medical-examiner being the same physician who had attended him during his illness referred to. That if it be true, as alleged, that the physician employed by said company refused to recommend said Lewis for insurance, that fact must have been known to said company through its said Washington agents.

And in answer to interrogatories of said cross-bill, this defendant says—

1st. To the best of her knowledge & belief said Lewis did make the agreement with said Cammack at the time and on the terms as alleged in said paragraph No. one of said cross-bill.

2d. To the best of her information and belief there was an agreement made between said Lewis and said Cammack at the time said policy issued and as set forth in her original bill of complaint, viz, to transfer the policy to this defendant on payment of said note for $70.00, and in case said Lewis should die before said note was paid, to deduct
51 the amount thereof and interest from the proceeds of said policy and pay over the balance to this defendant.

3d. She is ignorant as to whether said Lewis or said Cammack paid the premium on said policy of insurance.

4th. She has no knowledge or information of any other debt due by her late husband to said Cammack at the time said policy issued than said note for $70.00.

5th. Said Lewis, at the time said policy issued, was in better health than for previous, and this defendant did not know, believe, or expect, that he would die soon.

6th. She did not. She signed it in the belief and on the representations as set forth in her original bill of complaint.

And this defendant, having answered said cross-bill, prays that she may have the relief prayed for in her original bill of complaint, and such further or other relief in the premises as the nature of the case may require.

MARGARET F. LEWIS.

A. McCALLUM,
Solicitor for Def't M. F. Lewis.

Sworn to and subscribed before me Feb'y 15, 1870.

R. J. MEIGS, *Clerk.*

Answer of C. Cammack, jr., to cross-bill.—Filed Mar. 9, '70.

In the supreme court of the District of Columbia, the 9th day of March, 1870.

THE NEW JERSEY MUTUAL LIFE-INSURANCE Company
vs.
MARGARET F. LEWIS AND CHRISTOPHER CAMmack, jr.
} No. 1831. Equity docket 10.

The separate answer of Christopher Cammack, jr., co-defendant, to the above bill of complaint.

This defendant, saving all benefit of exception to the manifold errors

and uncertainties in said cross-bill contained, for answer thereto, or to so much thereof as he is advised it is necessary or material for him to make answer unto, answering, says:

In answer to the first paragraph of complainant's cross-bill, this respondent says that said paragraph has been fully answered by this respondent in his answer to the original bill in this cause, and here reiterates the same, as if the same was here fully and at
53 *at* large set out.

This respondent, further answering, says that Margaret F. Lewis, the complainant in the original bill, well knew, at the time she signed said certificate, that her portion of the proceeds of said policy was one-third, when realized, and that said Margaret had been fully made acquainted with all the facts and the agreement entered into between this defendant and the said Lewis, deceased, because the following bond was submitted to said Margaret, and she fully approved of the same, which said written obligation is in these words:

"WASHINGTON, D. C., *September* 15, 1868.

"This agreement witnesseth that I, the undersigned, for value received, do bind myself, and heirs, or legal representatives, to pay unto Maggie F. Lewis, wife of John E. Lewis, his heirs and assigns, the sum of one thousand dollars, in event of the said John E. Lewis', death; the said amount being first realized by me from an insurance on his
54 (the said Lewis') life, duly assigned to me, and held by me, otherwise this agreement to be held null and void.

No. of the policy, 2885, in the New Jersey Mutual Life-Insurance Co.

(Signed) "C. CAMMACK, JR. [L. S.]

"Witness: JAMES GRIFFITH.
"C. SCHWING."

That said agreement was submitted to the said Margaret F. Lewis by the deceased, and then given to William E. Chandlee, the friend of deceased, for safe-keeping, and the same was only surrendered up to this respondent at the time of this respondent's final settlement with said Margaret F. Lewis.

This respondent, further answering, says that said policy is in no way a "wager-policy," but was made, as this respondent has fully set forth in his answer to the original bill filed in this cause.

In answer to the first interrogatory, this respondent says he has fully answered said interrogatory in his answer to the original bill.

In answer to the second interrogatory, he says this interrogatory is also answered by his answer to the original bill.

In answer to the third interrogatory, he says he did pay the
55 premiums of said policy to the complainant in this cross-bill upon the agreement and consideration mentioned in his answer to the original bill.

In answer to the fourth interrogatory, he says the same has been fully answered by his answer to the original bill, and here makes the same answer as if the same was fully set forth.

In answer to the fifth, he says that said deceased, at the time of insurance, was, in the opinion of this respondent, in a good and insurable condition, and would have been accepted by any other company.

In answer to the sixth, he says: When the said Margaret signed the certificate mentioned she was well aware of the amount she was to receive and the agreement that had been entered into by deceased

56 and respondent, and her construction of the supposed understanding, which she alleges induced her to sign said certificate, is an artful evasion and is absolutely untrue.

This defendant, having answered, prays to be dismissed.

C. CAMMACK, JR.

Sworn to and subscribed before me this 9th day of March, 1870.

R. J. MEIGS, *Clerk.*

Replication of N. J. M. Life-Ins. Co. to answers of Lewis & Cammack.—Filed Mar. 17, 1870.

Supreme court of the District of Columbia.

NEW JERSEY LIFE-INSURANCE COMPANY *v.* LEWIS & CAMMACK. } No. 1831. Eq. doc. 10.

The complainant joins issue with the defendant, Margaret F. Lewis, and also with the defendant Cammack.

BARTLEY & STANTON,
Solicitors for Complainant in the cross-bill.

56½ *Testimony of complainant.—Filed July* 20, 1871.

In the supreme court of the District of Columbia.

MARGARET F. LEWIS *vs.* CHRISTOP'ER CAMMACK, JR., AND THE NEW Jersey Mutual Life-Insurance Company. } No. 1831. Equity docket 10.

CHARLES SMITH, of the city of Washington, and District of Columbia, aged thirty-five years, a witness produced, sworn, and examined, on the part and behalf of the complainant, deposeth and saith as follows:

I was slightly acquainted with Mr. J. E. Lewis, deceased, and Mr. W. Herring, of Herring & Co., agents of New Jersey Mutual Life-Insurance Co.

Q. State, if you know, whether said John E. Lewis was insured in said Co., and from whom you received such information.

(Objected to by counsel for defendant Cammack.)

A. I did not know that he was insured in any company. All that I know about it is what I heard Mr. Herring, agent, say in Geo. H. Plant's office.

(Answer objected to, as irrelevant and replete with hearsay, on
57 the part of counsel for defendant Cammack.)

Q. Please state, as near as you can remember, what that conversation in Mr. Plant's office was about, and give the exact words, as near as you can remember them.

(Objected to by counsel for def't Cammack.)

A. Myself and Mr. Hilton and Mr. Plant were in Mr. Plant's office, and Mr. Herring came in, and he says, "I've been wanting Charley Smith, here, to let me insure him." Then I told him no, I didn't believe in it; I had conscientious scruples against it. And Mr. John P. Hilton

spoke up and said he understood the insurance companies had wise detectives looking out for some persons that had been committing frauds on the co., and Mr. Herring spoke of Mr. Lewis having insured his life in the New Jersey Co., I think, for the sum of $3,000. Some one spoke up, I am not certain which one of the three (3) of us, that Mr. Christopher Cammack held the policy. Mr. Herring then replied that Mr. Lewis owed Mr. Cammack an amount of money; seventy (70) odd dol-
58 lars; I am not certain about the amount, and Mr. Herring said he was a general manager, I think, for the co.—I wouldn't be positive that he said general manager—but that he would see that Mrs. Lewis received the whole $3,000, less the seventy-odd dollars, with interest, for the money had to come through his hands, and that he would see that she received it. That's all I know about it.

(D'f't Cammack, by his attorneys, except' to the answer, for the reasons above given.)

Q. State, if you please, whether, in your knowledge or information and belief, Mr. Cammack ever solicited life-insurance for this co., the New Jersey Mutual?

(Objection by counsel for Cammack as irrelelevant, and for other causes.)

A. Not to me; not to my knowledge. Mr. Cammack has often spoken to me upon the subject of life-insurance, as regards to its being a good thing for a man's family after he is dead and gone; that's about all. I always told Mr. Cammack I had conscientious scruples against it.

Examination-in-chief closed.

Cross-examined by counsel for def't Cammack:

59 Q. State how long you have been acquainted with Mr. Cammack.

A. I am not positive, but I think about four (4) years; between 3 & 4 y'rs.

Q. State whether or not you are now on terms of intimacy with Mr. Cammack.

(Objected to by counsel for complainant as not bearing upon examination-in-chief.)

A. Mr. Cammack speaks to me & I speak to him. I have nothing against Mr. Cammack, nor any other man.

Q. Did you or did you not, a year ago last October, have some trouble with Mr. Cammack?

(Objected to for same reason as above.)

A. No, sir; we had (C. T. Smith & Co.) a misunderstanding about a brick wall in Mr. Cammack's building on "F" st., and it was submitted to John C. Harkness, architect, and was amicably settled, the amount claimed being allowed by said Harkness in favor of C. T. Smith & Co. for the use of Charles Lemon, j'r, bricklayer.

(Objected to by counsel for complainant as irrelevant.

60 Q. Do I understand you, then, to swear positively that the claim was amicably settled, and that it was submitted to John C. Harkness, and that said Harkness had allowed the entire amount claimed by said Smith?

(Objected to by counsel for complainant as irrelevant.)

A. C. T. Smith & Co. had never made out any bill for this wall. The wall was measured by the architect, and Mr. Lemon, the bricklayer, received all that the architect allowed for it. I had no interest in this wall. Mr. Lemon was only collecting this bill through C. T. Smith &

Co., as contracted with Mr. Cammack, Mr. Cammack having already settled in full with C. T. Smith & Co.

Q. Are you or not now on terms of as much intimacy as you were before this transaction alluded to above—the wall trouble?

(*A.* Objected to by counsel for complainant.)

A. I have nothing against Mr. Cammack, but at the same time I am not as intimate as I was before.

Re-direct examination:

Q. In the answer to the last cross-interrogation you state "I am not as intimate as I was before." Please state what reasons, if any,
61 you have for not being so intimate with Mr. Cammack.

A. C. T. Smith & Co. contracted to erect a building for C. Cammack & N. W. Burchell for a certain price. I think it was 6 or 7 thousand 500 dollars; am not certain about the price. C. T. Smith & Co. lost about one thousand dollars on that building. Cammack & Burchell said in the beginning they wouldn't want us to lose anything, and we felt aggrieved at their not offering us further consideration, and upon the final settlement C. Cammack gave C. T. Smith & Co. his promissory note for $250, (60 days,) and at the same time cashed *if* for $240; and C. Smith, this witness, for himself, felt aggrieved, having lost on the job.

Re-cross-examination:

Q. State whose fault it was that C. T. Smith & Co. lost 1,000 dollars.

A. C. T. Smith & Co.'s, I guess.

Q. State whether or not the note for $250, of which you have spoken, was not given to you as a gratuity in addition to the price aggreed upon, and after the contract was executed?

A. I think the note was of even date with the contract. Can be produced, if necessary.

62 (Answer to question excepted to as not responsive, and question repeated.)

A. C. T. Smith & Co. considered it a part of the contract, and would not have put up the building if it had not been given. It was not embraced in the consideration; it was a private obligation of Mr. Cammack.

Q. State whether or not you did not tell Mr. Cammack that your partner, Mr. Williamson, did not know anything about the $250, and that you did not want Mr. Cammack to say anything about ?

A. No, sir; I didn't. I can answer that very quick.

(Counsel for complainant objects to the interrogatories and answers of the re-cross-examination as irrelevant.)

On hearing the foregoing testimony read to him, the witness desires to amend his testimony as follows:

Referring to the 2nd answer of re-cross-examination, I mean to say: An agreement to pay C. T. Smith & Co. $250 *dollars* out of the excess that may be allowed me by John C. Harkness from N. W. Burchell. Burchell's house cost more than Cammack's.

Question by counsel for def't Cammack. You have spoken of
63 an agreement. State whether that agreement was in writing, and whether the same is or is not a promissory note for $250.

A. Yes, sir; it is in writing, but I do not consider it a promissory note.

(Counsel for def't Cammack calls for the paper in question.)

CHA'S T. SMITH.

64 JOHN P. HILTON, of the city and county of Washington, aged fifty-five (55) years, a witness produced, sworn, and examined on the part and behalf of the complainant, deposeth and saith as follows:

Q. Please state if you are acquainted with Mr. Herring, agent of the New Jersey Mutual Life-Insurance Co., & Mr. Charles Smith, of Washington, D. C., and Mr. George H. Plant?

A. I know a gentleman by the name of Herring, but what company he is agent for I am not able to say. I know Mr. Charles Smith and Mr. Geo. H. Plant.

Q. Were you acquainted with Mr. J. E. Lewis, deceased?

A. I know several Lewises, but whether I know this Lewis or not, I am not able to say.

Q. State, if you please, whether or not you had any conversation with Mr. Charles Smith & Mr. Geo. H. Plant respecting life-insurance in Mr. Plant's office, at which Mr. Herring was present?

(Objected to by counsel for def't Cammack as hearsay, and because it does not appear that said Cammack was present, and took part
65 in that conversation. Counsel for complainant makes the statement that this witness is examined as to the statements contained in the answer of defendant No. 2, to complainant's bill of complaint.)

A. I recollect having a conversation in Mr. A. C. Plant's store with these parties named in the question.

Q. Please state, as near as you can remember, when that conversation was had, and the exact words as near as you can remember them.

(Objected to by counsel for d'f't Cammack.)

A. It was a short time before or after the death of Mr. Lewis, or the time I heard of his death. Mr. Herring, I think, approached me in relation to having my life insured. My remark was that I had very little confidence in life-insurance companies when they were insuring dying men's lives; but if his company would allow me to insure the lives of some of my sick customers, I didn't know but I would take a policy myself; that I had understood he had insured the life of a sick or dying man for Mr. Cammack, after the man had been pro-
66 nounced incurable, as I understood, by the physician, and that he Cammack, I understood, expected to make considerable by it. Mr. Herring remarked that he, Herring, would see to it, that Cammack should not get more than the actual amount due him on the policy. I then remarked that I understood he (Cammack) had loaned Mr. Lewis $75. Herring replied, that he did not know as to the amount Mr. Cammack had advanced Lewis, but that he, Herring, as the agent, would see to it that the widow was not wronged in the matter; that Mr. Lewis had been pronounced incurable by one physician *to be incurable*, but that another, Dr Bliss, I think, had pronounced him to be curable. This is all of the conversation that I now remember.

(All that is hearsay in the foregoing answer is objected to by counsel for def't Cammack.)

Q. Can you give the means or source of information or understanding as to the matter contained in your last answer?

A. All the information I received on these matters was from
67 Mr. Charles Smith and Mr. Herring himself.

Direct-examination closed.

Cross-examination.

Q. You have testified "if his (Herring's) company, would allow me to insure some of my sick customers, I didn't know but I would take a policy myself." Please explain what you meant by your customers.

A. I mean parties I am in the habit of accommodating with loans of money.

Q. You have further testified that you understood that Cammack was to make considerable by this policy. Please state if you ascertained that from Mr. Smith?

A. Mr. Smith so told me.

Q. I do not wish to be understood as being impertinent, but you will please state whether or not you are on speaking terms with the def't Cammack, and if not, how long, has any difference between you existed.

(Objected to by counsel for complainant.)

A. We have not spoken for several years, although I have no unfriendly disposition toward Mr. Cammack, and would do him a kindness rather than an injury.

JNO. P. HILTON.

68 WILLIAM E. CHANDLEE, of the city of Washington, aged 37 years, a witness produced, sworn, and examined on the part and behalf of the complainants, deposeth and saith as follows:

I was acquainted with John E. Lewis, deceased; was on terms of very friendly intimacy with him. He very often consulted me on business matters.

Q. Please state if he also consulted you generally regarding his private personal matters?

(Objected to by counsel for Cammack, 1st deft.)

A. Well, he frequently did; whether it was in every case I cannot say.

Q. Did he at any time previous to his death consult you with regard to making a will; and if so, when?

(Objected to by counsel for def't Cammack.)

A. Well, I may say no.

Q. Did he at any time show you a draft of a will.

(Objected to by counsel for defendant Cammack.)

A. He did.

(MEM.—Counsel for complainant offers in evidence a writing marked "Exhibit A," purporting to be made by the deceased, J. E. Lewis.)

69 Q. Please state if this writing (now handed to the witness) is in the handwriting of the said Lewis, and whether, or not, this is the writing referred to in your former answer?

(Objected to by counsel for def't Cammack.)

A. It is his handwriting and contains the same matter that was in the writing shown me and I believe it to be the same one. I cannot swear positively it is the identical one.

Q. Please state what you know regarding this paper?

(Objected to by counsel for def't Cammack.)

A. He submitted it to me as his last will and testament, with a request that I would settle up his affairs as provided for therein.

Q. Did or not he give you any memorandum of his indebtedness, with a view to carrying out the provisions of that instrument?

(Objected to by counsel for def't Cammack.)

A. He dictated to me a memorandum of his indebtedness which I now produce.

(Counsel present agree that the leaf from the book be torn out
70 and filed as an exhibit, subject to all legal exceptions; and the same is hereby filed and marked Exhibit "W. E. C.")

Q. I made this memorandum at the suggestion of W'm Pettibone,

who was present at the time, in the room of the deceased, one (1) or two (2) days previous to his death.

Q. As nearly as possible, what was the language of Mr. Lewis on this occasion, regarding his indebtedness; whether he was indebted to others not on the memorandum, or whether that was all his indebtedness?

(Objected to by counsel for d'f't Cammack.)

A. He gave me that as including all his debts which he considered that I would be called upon to pay, and which he desired should be paid. He mentioned a small amount due to a relative of his in Philadelphia, which, however, he did not consider would be demanded from me, or at my hands.

Q. Look at the memorandum, and say what amount, if any, is there set down as due to C. Cammack, jr.

71 (Objected to by counsel for Cammack, d'f't.)

A. There are two (2) amounts here set down a' due Cammack; the first is seventy (70) dollars, for a bill of clothing; the second is twenty-five dollars, (25,) on acc't of life-insurance.

Q. State how you know what these items were for? (the explanation not appearing on the memorandum.)

(Objected to by counsel for d'f't Cammack.)

A. Mr. Lewis told me what they were for.

(Answer objected to by counsel for d'f't Cammack.)

Q. Did the d'f't Cammack ever see the memorandum referred to here.

A. Not to my knowledge. He (Cammack) was not present when the memorandum was made. I am acquainted with d'f't Cammack, and am rather intimate with him.

Q. Please state, in your knowledge, whether the deceased Lewis was insured the New Jersey Life-Insurance Co.; and if so, give the source of your knowledge.

(Objected to by counsel for d'f't Cammack.)

A. He was insured in it. The first source of my knowledge

72 was from Mr. Lewis himself. He told me he was insured by Mr. Cammack. He (Lewis) spoke about it to me before he was insured. His statement to me was that his life was insured by Mr. Cammack, in the New Jersey Co., for the sum of $3,000, and that at any time that he was able to pay to the said Cammack the amount of premiums that the said Cammack should have paid on acc't of said policy, with interest on the same, and the amount he owed Cammack for clothing, that said Cammack would restore the policy to him. This conversation took place very soon after the policy was issued, sometime in the summer of 1868.

Q. Had you any conversation with Mr. Cammack about that time on this subject?

73 A. I don't remember of any. Mr. Lewis died on the 9th of January, I think. I took no formal charge of his affairs at all, he having died without having signed the draft of the will. Still I felt disposed to render the same assistance to his widow in settling up his affairs as I would if I had been authorized to do so by the signing of the will. His private papers, or some of them at least, were in my possession, where they had been for months, for safe keeping: one of which was an agreement between Lewis and Mr. Cammack in relation to the life-insurance of the New Jersey Co., (which said agreement is here handed to counsel for complainant by counsel for d'f't Cammack, the same having been called for by notice, and is here put in evidence by counsel for complainant, and marked Exhibit C. C., jr.,) and the other was a policy of insurance issued to said Lewis by the Mass. Mutual

Life-Insurance Co. I took measures to have his claims in both cases properly settled, with the approval of Mrs. Lewis, the widow.

Q. Please look at this agreement; see if it is the one referred to, and if so, how you identify it.

74 EXHIBIT C. C. JR.

WASHINGTON, D. C., *September 15th*, 1868.

This agreement witnesseth that I, the undersigned, for value received, do bind myself and heirs or legal representatives to pay unto Maggie F. Lewis, wife of John E. Lewis, her heirs and assigns, the sum of one thousand dollars, in event of the said John E. Lewis' death, the said amount being first realized by me from an insurance on his (said Lewis') life, duly assigned to and held by me; otherwise this agreement to be held null and void. No. of the policy 2885, in the New Jersey Mutual Life-Insurance Co.

C. CAMMACK, JR. [L. S.]

Witness: JAMES GRIFFITH,
C. SCHMIEG.

(Endorsement on Exhibit C. C., jr. F. 5, 1869.)

This obligation was fully discharged and settled. Paid Mrs. Lewis by check on the National Metropolitan Bank, her full proportion as agreed.

C. CAMMACK, JR.

A. I have no means of identifying it positively. I believe it to be C. Cammack's own handwriting; I am not very familiar with his writing, however.

Q. Please state what measures, if any, you took, and in what manner settlement was made under the agreement referred to in your
75 answer to the second previous question.

A. The measures taken were to go and see Mr. Cammack, who had made application to the co. for the amount of the insurance. The next thing was, Cammack told me that it might save time and trouble to have a written requisition from Mrs. Lewis, upon the company, to pay the money over to said Cammack, as they might consider it their duty, otherwise, to pay it over to her, in which case it would occasion delay; but he didn't know that it would be necessary. I then remarked to him that I didn't think it would make any difference as far as his claim was concerned, whether the money was paid to him directly, or to Mrs. Lewis; that I felt sure she would settle the matter, as called for in the agreement, and I would take the responsibility that she would do so. I then saw Mrs. Lewis and asked her if she intended to settle the matter of insurance in which Cammack was interested, according to the agreement in my possession. She expressed her willingness that
76 it should be settled on that basis, just as Mr. Lewis had provided that it should be. I did that for my own guidance in the matter.

Q. Was there such a written request made by said Cammack as referred to in your answer to the previous question?

A. Mr. Cammack wrote a requisition for Mrs. Lewis to sign, gave it to me, saying, "Take this to Mrs. Lewis, and see if she will sign it. If she objects, and the company will not pay the money to me I will let them pay it to her, and trust to her for a settlement." I took the requisition to Mrs. Lewis, told her what it was for, and she signed it. It was signed in Mrs. Lewis' house. I don't think it was signed by her in

the presence of any one but myself. There was no one there, unless it was her mother; there was no male person present but myself.

(The requisition referred to is again called for, with other papers in the possession of d'f't (No. 2,) The N. J. Mutual Life-Insurance Company, by the counsel for complainant.)

77 (The counsel for complainant here offers in evidence the requisition produced by Mr. Stanton, counsel for d'f't No. 2, The N. Jersey Mutual Life-Insurance Company, purporting to be the requisition above referred to.)

"EXHIBIT J. E. L.

"WASHINGTON CITY, D. C., *January 20th*, 1869.

"To the New Jersey Mutual Life-Insurance Co.:

GENTLEMEN: The claim of C. Cammack, j'r, of said city, secured by assignment of policy No. 2885, in your company, on the life of my late husband, John E. Lewis, is a just and legal claim, and it is my desire and direction that your company pay to said Cammack the proceeds thereof.

"Witness my hand & seal on the aforementioned date.

"MRS. J. E. LEWIS. [SEAL.]

Witness:
"W. E. CHANDLEE.
"JAMES GRIFFITH."

78 "DISTRICT OF COLUMBIA,
Washington City, ss:

"Christopher Cammack, j'r, of city aforesaid, being duly sworn, on his oath saith that he was acquainted with John Edw'd Lewis, deceased, during his life-time; that he was the person insured under policy No. 2885, in the New Jersey Life-Insurance Company, which said policy was assigned to deponent; that the full and true sum of three thousand dollars was and is now due to me from said Jno. Edw'd Lewis or his estate; and that no part of the said sum of three thousand dollars has been paid to deponent by said Lewis or any one on his behalf.

"C. CAMMACK, JR.

"Sworn to and subscribed before me this 23rd January, 1869.
[SEAL.] "JNO. H. McCUTCHEN,
"*Notary Public.*"

Q. State if you can identify this document as the paper referred to in your testimony.

79 A. Yes. It is my own signature. I would not swear to any piece of paper. I believe it to be the signature of Mrs. Lewis. I saw her sign it.

Q. Does the name of any other witness besides yourself appear on that document?

A. Yes; that of James Griffith.

Q. Was that witness Griffith present?

A. No, sir.

Q. Please state what further you did towards the settlement of this claim.

A. I received the check from Mr. Cammack in Mrs. Lewis' favor. I don't recollect the am't of the check. It was for her portion, which check I gave to Mrs. Lewis. I went to bank with her. I gave the check to her at her house. She deposited the check in her own name, and received a bank-book with the am't credited therein. I went with her for the purpose of assisting her in this business as she was unacquainted with banking operations. I did not observe the check particularly. I did not have it in my possession many hours. I believe the check stated for what purpose it was drawn *for*, and from what acc't it was
80 to be paid. I remember something to this effect. I don't think I read the check to Mrs. Lewis before handing it to her. I was not very particular about it so that she got it. (The check is here offered in evidence by counsel for the complainant, and marked Exhibit N. M. B.)

[5-c. stamp.]

"No. 459.] WASHINGTON, D. C., *February 5th*, 1869.

"National Metropolitan Bank, (late Bank of the Metropolis:)

"Pay to Mrs. John E. Lewis or order nine hundred & fifty dollars, in full for her proportion of policy No. 2885, in the New Jersey Mutual Life-Insurance Co.

$950.] C. CAMMACK, JR.

Q. Please state if you have ever seen this check since; and if so, in whose possession?

A. I saw it in Mr. Cammack's possession.

(The application of John E. Lewis for life-insurance policy in the New Jersey Mutual Life-Ins. Co., marked Exhibit "B," to cross-bill is here handed to the witness and identified by him.)

81 Q. Please state if the questions appearing therein, as answered by you, exhibit a true statement of the condition of Mr. Lewis' health at the time said application was made.

A. I believe they did. That was my impression when I signed it.

Direct examination closed.

Cross-examination by Mr. Stanton, counsel for New Jersey Mutual Life-Ins. Co:

Mr. Cammack paid the premium on the policy referred to, as I understand.

Q. State, if you know, the agreement between Cammack and Lewis at the time this insurance policy was obtained, and how you know it.

(Objected to by counsel for d'f't Cammack.)

Mr. Lewis told me that the understanding between him and Mr. Cammack was that he (Cammack) would pay the premiums on the policy, and at any time that he (Lewis) felt able to pay Cammack the am't of premiums which he had paid, with interest on the same, and the am't of Lewis' bill to Cammack for clothing, that he (Cammack) would sur-
82 render the policy to Lewis. But if he (Lewis) should die before finding himself able to redeem the policy, as above stated, that he (Cammack) would pay to Lewis' wife one-third (3) of the amount that he might realize on acc't of said policy. Mr. Cammack never admitted to me that this was the agreement. I have heard him speak in regard to that feature of the agreement. I mean in regard to the provision for Lewis' redemption of the policy. The other part of the agreement Mr. Cammack has admitted to me. He said the first part of the agreement, as stated by me, was a misunderstanding on Lewis' part.

Re-direct examination:

The same statements have been made to me by Mr. Cammack several times since Mr. Lewis' death. I do not remember of his making such statements before the death of Mr. Lewis. The conversation alluded to with Mr. Lewis was at or about the time the policy was made out. He related the same thing to me in substance at different times subsequently.

(Conversations between Mr. Lewis and the witness, at which defendant Cammack was not present, are objected to by Cammack's counsel.)

83 Cross-examination by counsel for d'f't Cammack:

Mr. Lewis died on the 9th of January, 1869. The conversations in regard to Exhibit "A," memorandum of will, were had about a week before Mr. Lewis' death; it might have been three (3) or four (4) days. The paper marked "J. E. L., No. 1," I carried, at Mr. Cammack's request, and presented it to Mrs. Lewis. I believe she asked some explanation about it. I gave the same explanation that Mr. Cammack gave me, that is to say, that it might be necessary to have this requisition from her upon the company in order to save time and trouble in obtaining the money. I did not understand from Mr. Cammack that he considered it absolutely necessary to have this paper signed. I don't remember whether I did or did not tell her so. I did nothing more than state to her what I have already said. She did not show any hesitation in signing as I remember. Mr. Griffith was not with me when she signed it. I don't recollect that anything was said about an assignment to Mr. Cammack at that interview. I don't remember that anything was said at this time about the proportion she was to receive out of the
84 proceeds of the policy. She signed the paper, "J. E. L. No. 1," on the day of its date as near as I can remember. After the date of paper "J. E. L. No. 1," and before the time of her (Mrs. Lewis) receiv*ed* the check of Mr. Cammack, dated Feb'y 5th, 1869, I saw Mrs. Lewis frequently, and the conversations were often in relation to this matter, more particularly in regard to the probable time when the money would be received than anything else.

Resuming cross-examination:

When I took the check of the 5th Feb'y, 1869, to Mrs. Lewis I gave it to her as a settlement between her and Mr. Cammack, upon the basis of the agreement that I had in my possession, which is Exhibit "C. C. JR.," that is to say, I believe this to be the paper, although I put no marks upon it. It was a paper to the same effect. On the 15th day of Sept., 1868, and previously, and at the time of his death, Mr. Lewis' pecuniary condition was very low. He came from Saratoga about Sept., 1868, and commenced carrying on his business of writing cards. He had been writing cards at Saratoga.

Q. What did you hear Mr. Lewis say at the time of his return
85 from Saratoga, or shortly before his death, in regard to his peculiar circumstances?

(Objected to by counsel for complainant.)

A. At the time of his return I understood from him that he had very little money, and a few weeks before his death he told me that he was entirely out.

Q. State what family Mr. Lewis had in the year 1868 to support?

(Objected to by counsel for complainant.)

A. A wife, wife's mother, and two (2) children. I don't know that

the entire support of the mother came upon him—perhaps only her board.

Q. State whether or not when you presented this check of Feb'y 5th, 1869, to Mrs. Lewis, you explained to her that it was a final settlement of her proportion of the policy on her husband's life in the New Jersey Mutual Life-Ins. Co.?

I don't remember what explanation was made. She accepted the check as a final settlement, as far as I was concerned, of all claims against Mr. Cammack. In this transaction I was acting as her friend, and in accordance with the request of Mr. Lewis, deceased, made when he exhibited to me his will. When Mr. Cammack brought me the
86 check for Mrs. Lewis, he showed me Exhibit J. G., dated 19th June, 1868, which I read and was surprised. I had never seen or heard of it before.

Q. State, if you know, how Mrs. Lewis obtained possession of the paper marked Exhibit J. G., dated 19th June, 1868, and produced by her counsel at this examination?

A. I believe I took it to her with the check. I can't be positive.

Re-direct examination by counsel for complainant:

Q. Did you ever submit Exhibit "C. C. JR.," which you believe to have been the agreement in your possession to Mrs. Lewis?

(Objected to.)

A. No.

Q. State positively whether you gave Exhibit "N. M. B," the check in question, to Mrs. Lewis, at the bank or at her house?

A. At her house.

Q. State whether you submitted Exhibit "J. G." to Mrs. Lewis at the time she signed requisition, or if you had it in your possession?

87 A. No. I had never seen it at that time.

Q. Did you request Mrs. Lewis to sign the requisition in favor of Mr. Cammack?

(Objected to.)

A. No. As near as I can remember, I carried it to her. I approved her signing it.

Q. Did you inform her that on signing the requisition, that the money would be paid her; or what explanation did you give her?

(Objected to.)

A. I explained that in the former part of my testimony.

W. E. CHANDLEE.

88 JAMES GRIFFITH, of the city and county of Washington, aged sixty-two (62) years, a witness produced, sworn, and examined on the part and behalf of the complainant, Mrs. Lewis, deposeth and saith as follows:

I am a tailor by occupation; in Mr. C. Cammack, j'r's employ. I am familiar with Mr. Cammack's handwriting.

(Counsel for complainant here offers in evidence, a due-bill, marked Exhibit J. G.; also acc't, marked Exhibit C, and the same is handed to the witness.)

EXHIBIT J. G.

"WASHINGTON, D. C., *June* 19, 1868.

Due Christopher Cammack, jr., the sum of three thousand dollars, value received, secured by assignment of policy of life-insurance No.

2885, in the New Jersey Mutual Life-Insurance Co., and payable at my death, from the proceeds thereof to his order.

"J. E. LEWIS.

"Witness: JAMES GRIFFITH.
"C. SCHMEIZ."

(Endorsement on Exhibit J. G.:)
This obligation is fully satisfied and cancelled by proceeds of said life-insurance mentioned herein, Feb'y 5, 1869.

C. CAMMACK, JR.

89 I cannot say whether Exhibit C is in Mr. Cammack' handwriting or not. It is my signature, to witness, in Exhibit J. G. I presume the writing is Mr. Cammack's. I can't swear to it. It is my signature to Exhibit C. C. JR. I can't swear to Cammack's handwriting. It is my signature to Exhibit J. E. L. I should think the writing was Mr. Cammack's.

Q. Please state if you were present and saw Mrs. Lewis sign this document in your hand, Exhibit J. E. L.

A. I was not present. I was at Mr. Cammack's shop. Mr. Cammack asked me to sign it.

Q. Are you in the habit of signing papers that Mr. Cammack asked you to sign?

(Objected to by counsel for d'f't Cammack.)

A. Mr. Cammack requested me to sign this paper. Mr. Chandlee stated that my signature was a mere matter of form, and under these circumstances I signed it.

(Answer objected to as not responsive, and question repeated.)

90 A. Not all. I must know their purport. I knew the purport of this paper. I never was in Mrs. Lewis' house.

Examination-in-chief closed.

JAMES GRIFFITH.

Sworn to and subscribed before me this 13th day of May, A. D. 1870.

E. C. INGERSOLL,
Examiner in Chancery.

91 SARAH FREEMAN WOODWORTH, of the city of Washington, D. C., aged 46 years, a witness produced, sworn, and examined on the part and behalf of the complainant, deposeth and saith as follows, to wit: Mr. Lewis, J. E., married my daughter. I was a member of his family at the time of his death and a year previous. After Mr. Lewis returned from Saratoga, some time in Sept., 1868, we were speaking of Mr. Cammack, and (objection is here made to any conversation had relative to Mr. Cammack, or his interest, at which Mr. Cammack was not present, by counsel for def't Cammack.) he then told me that Mr. Cammack had had his life insured for the benefit of his wife at his (Lewis's) death. Mr. Lewis, at this time, said that he owed Mr. Cammack $70, and in course of conversation, before he went to Saratoga, he (Cammack) said to Mr. Lewis, "Are you willing I should have your life insured, as I know you are not able to pay the $70 now, but when you are able to pay it, I will transfer the policy to you." I then asked Mr. Lewis for what

92 amount, and if the agreement was in writing. He (Lewis) replied, "It was not," but that he (Lewis) knew Cammack well

enough, he thought, to keep his word. I replied, if it was not in writing I doubted if he would keep his word, but I (witness) would let him have the money, and advised him to settle with Mr. Cammack. Mr. Lewis went to Mr. Cammack and asked him if he was ready to fulfil his agreement. Mr. Lewis told me that Mr. Cammack was not willing to fulfil the agreement, but gave him a paper giving Mr. Lewis one-third (⅓) the amount, $3,000. Mr. Lewis bro't the paper home for me (witness) to see. He opened the paper, and I glanced at it. I then told him not to accept anything but the original agreement. Whether he made any agreement with Mr. Cammack after this I can't say, and I avoided talking with him about it for fear he would think I thought him (Lewis) near his death. I did not know that the policy had issued until after Mr. Lewis's return from Saratoga, in Sept., 1868. Before he went to Saratoga his health was better than for some time previous.

He said then he felt better than he had for a long time. At the
93 time the conversation took place, after Mr. Lewis' return from Saratoga, his health was very poor, and for that reason I was anxious to have this agreement in writing fulfilled. I feared Mr. Cammack, knowing Mr. Lewis's state of health, would not be willing for the widow and orphans to have their rights; that was my impression.

(Counsel for complainant desires to state that this last opinion is not in answer to any question put by him, but merely an expression of opinion on the part of the witness.)

Q. Who was present at the conversation between you and Mr. Lewis regarding this policy?

A. Mrs. Lewis was in and out of the room; there was no other present. The paper Mr. Lewis *shew* me, and which I glanced at, was replaced by him in his pocket, and I never saw it again.

(Exhibit C. C. J., handed witness.)

I cannot, in any way, identify this as the paper I refer to. It appears to me as if there were not so many lines on the paper I saw Mr. Lewis have. At the time Mr. Lewis died there were present his father and mother, and brother, Mr. & Mrs. McGratty, Mr. Pettibone, Mr. Chandlee, Mr. Cammack, Mr. Lewis's wife, and myself. I
94 don't remember that Mr. Cammack said anything. He left the house the moment Mr. Lewis breathed his last. Mr. Chandlee and his friends remained. I believe Mr. Cammack was at the funeral. He, (Cammack,) after Mr. Lewis's death, came into Mrs. Lewis's house upon my sending for him; this was some weeks after Mr. Lewis's death. He did not come again to the house to my knowledge.

Q. What, if anything, do you know regarding a paper bro't by Mr. Chandlee for Mrs. Lewis to sign?

(Objected to by counsel for def't Cammack.)

A. I was sick in bed up stairs at the time he bro't the paper.

Q. Previous to Mr. Lewis going to Saratoga, 1868, was his health good or bad?

A. I said before that he (Lewis) said it was good. He had been sick that winter, but, of course, was a great deal better.

Q. What, if anything, do you know about a payment of money by Mr. Chandlee to Mrs. Lewis on acc't of this policy?

A. I had nothing to do with it. I was sick at the time.

Q. Do you actually, of your own knowledge, know anything about it?

95 Witness interrogates: Do you mean the payment of the money?

A. Nothing, but what Mrs. Lewis told me.

(Counsel for d'f't Cammack objects to all this testimony as being irrelevant, replete with hearsay, and out of the hearing and company of said Cammack, d'f't.)

Examination-in-chief closed.

Cross-examined by counsel for def't C. Cammack, j'r.

Q. State whether your daughter, Mrs. Lewis, was aware of the paper which Mr. Cammack had given to her husband, securing to her one-third (⅓) of the policy before the death of the husband, & especially before she received Mr. Cammack's check for part of the proceeds of said policy?

(Objected to by counsel for complainant.)

A. Well, I think she can answer that question better than I can. When Mrs. Lewis came into the room I said to her, "Here is a paper that Mr. Cammack has made out in reference to the life-insurance." Mr. Lewis extended the paper to her. She waived her hand, and said, "I want to see no papers, or know nothing of any money that your life is forfeited for; for what good would the money do me, if you were
96 to die?"

Q. State whether you told your daughter, the complainant, during the life of her husband, or after his death and before the money was paid to your daughter, of the conversation between you and Mr. Lewis, which you have stated in your examination.

(Objected to by counsel for complainant.)

A. I could not say whether I did or not before his death. Since his death, we have spoken about it. Whether or not before the money was paid, I can't say certain, but think I did tell her.

Q. Were you aware that your daughter was about to receive money from Mr. Cammack: and what did you do to prevent her receiving it?

(Objected to by counsel for complainant.)

A. I was aware that she was entitled to money. I looked upon myself as her natural guardian, having had more experience. I did nothing to prevent her receiving it.

Q. You have stated that you were aware that Mrs. Lewis was entitled to money. Do you or do you not mean by that answer to say that you were aware that Mrs. Lewis was about to receive the money from
97 Mr. Cammack?

(Objected to by counsel for comp't.)

A. I was aware that she was entitled to money. I suppose she was to receive it from him. It was to come to her either from Mr. Cammack or the company. I could not tell which.

Cross-examination of Mrs. Woodworth resumed:

Q. Can you swear positively that you did not know from whom Mrs. Lewis was to receive the money aforesaid?

A. I can.

Q. When did Mr. Lewis die?

A. On the 9th day of January, 1869, at night, at 11 p. m.

Q. In your examination-in-chief you have testified that Mr. Lewis went to see Mr. Cammack, and asked him (Cammack) if he was ready to fulfill his agreement, and that Cammack was not willing to fulfil' the said agreement. Did you go with Mr. Lewis to said Cammack, and were you present at the interview between said Cammack and said Lewis?

98 A. I was not present.

Q. In your examination-in-chief you testified as to what Mr. Lewis told you out of the presence and hearing of said Cammack. Have you

undertaken to give his (Lewis') words, the substance, or your inference only, derived from what was told you by said Lewis?

A. I believe what Mr. Lewis told me was truthful, and am convinced as much as though I was present at the interview.

(Answer excepted to as not responsive.)

A. Mr. Lewis told me just as I think it was. I have given his words, as near as I remember them, but not all that he told me.

Q. You further stated in your testimony that the d'f't Cammack came to Mrs. Lewis' house some weeks after the death of Mr. Lewis, after you sent for him. For what purpose did you send for him; and was it or not done at the request of Mrs. Lewis?

A. I sent for him to talk with him in behalf of Mrs. Lewis. She (Mrs. Lewis) knew that I sent for Mr. Cammack. I don't remember whether Mrs. Lewis requested me to send or not. I do know she was as eager as myself to have an interview with Mr. Cammack, and
99 know why she had been defrauded of her rights.

(Answer excepted to as given voluntarily.)

Q. Can you swear positively that Mrs. Lewis requested you to send for Mr. Cammack, or whether the act was of your own volition and gratuitously given?

A. I have answered that question. I can't swear positively whether Mrs. Lewis requested me to send or not.

Q. You have also testified that you advised Mr. Lewis to pay Mr. Cammack the $70, and get the policy back; and that you offered to give him the money for that purpose. In point of fact, did you give him the money for that purpose?

A. Not then. I told him to see Mr. Cammack, and have it arranged, and he should have the money that day.

(Answer excepted to as not responsive, the last part.)

Q. You have testified you did not then give him the money. Did you, at any time subsequent, give him the money for that purpose?

A. No. I was waiting for him to see Mr. Cammack, and as he said nothing to me about it, I did not wish to annoy him, but thought he might have seen him, and had it arranged without my interfering.

100 Q. From whom was the money obtained?

A. I had it in my possession, or the equivalent.

Q. The paper that you have mentioned that Mr. Lewis showed you, and that you glanced at—do you know what he did with it?

A. I answered that yesterday. He put it in his pocket.

Q. Do you or do you not know that Mr. Lewis gave that paper to Mr. Chandlee, (a witness who has testified in this case,) for safe keeping?

A. I don't know.

Q. Did or did not the d'f't Cammack, after said Lewis was insured, visit the house of Mrs. Lewis frequently?

A. He visited the house—not frequently.

Q. Did you see him and talk with him (Mr. Cammack) on any of the occasions of his visits?

A. I spoke with him, but did not enter into any conversation with him but once, and then a few words only, about a book I loaned him.

Q. You have stated that you had but one conversation with Mr. Cammack. In that conversation did you or did you not say anything to him in reference to the insurance policy?

101 A. No, sir; I did not. It was after Mr. Lewis's death. Some weeks after that I had the second conversation with Mr. Cammack.

Q. In your examination-in-chief of yesterday you testified that you asked Mr. Lewis if his agreement with Mr. Cammack was in writing, and he, Lewis, replied it was not, and that you doubted then that Cammack would keep his word. State whether or not, previous to this time, you had any transactions with Mr. Cammack which led you to believe that he was a man that would not keep his word?

A. I never had any transaction with him but once myself previous to that conversation. That transaction did not lead me to believe that he was a man that would not keep his word, but that transaction caused the conversation with Mr. Lewis concerning this life-insurance.

Q. Have you, since your examination yesterday, talked with anybody in reference to this case, or the testimony that you had given or was to give?

(Question objected to by counsel for comp't.)

A. No one but with those who were present here yesterday. My daughter and I talked about the testimony I had given. I did not know what question would be asked me to-day.

102 Q. Did Mr. Lewis communicate to you confidentially all his business affairs?

A. Not knowing, I could not say.

Q. When and where and by whom was the subject of bringing this suit discussed?

(Question objected to by counsel for complainant, and witness instructed by Mr. McCallum, counsel, not to answer the same if the answer relates to any conversation regarding the suit had between witness or complainant and their legal advisers.)

Q. State whether or not you did not first advise the complainant to bring this suit, before any attorney was consulted in the matter.

(Question objected to.).

A. Having been wronged myself, I did say if it were my case I should have it investigated. Mrs. Lewis could do as she liked.

Q. State whether or not it was not your repeated solicitations and constant urging the complainant that induced her to see an attorney.

(Objected to by counsel for complainant.)

A. It was not. I do not possess the power over my child, or over any one—over their own individuality.

103 Q. Have you or not said, since Mrs. Lewis had received her proportion of the policy, that you had spoken to several persons, (not attorneys, but friends of Mrs. Lewis,) who said in substance that they would furnish money to carry on this suit?

(Objected to by counsel for comp't.)

A. I never heard any one say that they would give any money to carry on the suit; and I have never spoken to those who I deemed friends, that would repeat anything I might say against her.

Q. Then do you say that you have not said such an offer was made?

A. I don't recollect having said it.

Cross-examination closed.

Re-direct:

Q. In your cross-examination you say that you did not prevent Mrs. Lewis receiving the money Mr. Chandlee brought from Mr. Cammack. Please state what you mean by this answer, or what reason you had, if any, for not preventing it, or for interfering in the matter.

104 A. The reason I had for not interfering was because I was sick in bed, and knew nothing at all of the paper referred to until after it was made.

Q. You have testified, in your cross-examination, that after said Lewis was insured, said Cammack visited Mr. Lewis, but that you did not have frequent conversations with him. Please state, if you know, what Mr. Cammack's object was in making these visits, and what transpired or occurred on account of this intimacy of Mr. Lewis and Mr. Cammack?

(Objected to by counsel for d'f't Cammack.)

A. He called to take him to ride 2 or 3 times. The last time he took him he was to come about the middle of the day. He did not come until towards night. It being a cold day Mrs. Lewis requested him, Mr. Cammack, not to keep him out but a short time. He drove a long distance and upon a bleak hill, so Mr. Lewis stated; left him in the carriage for some time—it seemed a half an hour. Mr. Lewis became chilled, and it was long after dark before they returned. Mrs.
105 Lewis was alarmed for fear the horse had run away. When Mr. Lewis was brought into the house he was nearly exhausted, and we could not get him warm, and from that time he sank rapidly.

(Answer objected to, so far as is hearsay, by counsel for d'f't Cammack.)

Q. You have stated in your ex'in-chief and in your cross-examination, that you did not believe Mr. Cammack was a man that would keep his word. Please state what reason, if any you have, that induced you to form this belief?

(Objected to.)

A. Because he had the name, by others, of acting dishonorably, and because at that time Mr. Lewis' health was rapidly declining.

106 Q. In your answer to the last previous question but one, you speak of Mr. Cammack's taking Mr. Lewis out to ride. Please state when this occurred as near as can remember.

A. I think it was in the month of December or late in November, only a few weeks before his death.

Re-cross-examination by Mr. J. J. Johnson, of counsel for d'f't Cammack:

Q. When did you first learn that Mrs. Lewis had received the check from Mr. Cammack, for the money?

A. It was after she received the money. I knew nothing of it before. I can't tell how long after she received it that I knew it. I was very ill at the time. It was within a month or five weeks, I think. I never saw the check at all.

Q. State, as near as you can, about what month, the day of the week, and the hour of the day, that the d'f't Cammack called to take
107 Mr. Lewis on the ride you have spoken of.

A. I have stated, as near as I recollect, the month; I cannot tell the day of the week nor the hour of the day. I should think it was four o'clock p. m.; I am not positive, but it was quite late in the day. I do not know the driver of the hack. Mr. Cammack I should think took Mr. Lewis out to ride about 3 times.

Q. State whether or not Mr. Lewis did not request Mr. Cammack to take him out riding.

A. I do not know.

Q. State whether or not the physician did not recommend that Mr. Lewis take as much out-door air as possible.

A. He did, at proper times, and not to stay too long.

Q. What were the proper times designated by the physician?

A. He did not designate any particular time, supposing Mr. Lewis would have no one to ask him to go at an improper time. I judge this

to have been his view. The doctor did not express any opinion to me; this is my own opinion that the doctor thought so.

Q. What were the pecuniary circumstances of Mr. Lewis in Sept., 1868, and up to the time of his death?

108 A. They were low.

Q. How long had you been a member of Mr. Lewis's family up to the time of his death, and are you now residing with the complainant?

A. I was a member of his family between 3 & 4 years and do now reside with Mrs. Lewis.

Q. I have asked you whether or not you did not say that Mrs. Lewis had friends who offered to furnish her means to carry on this suit, and you replied, that you did not remember of saying so. Let me endeavor to refresh your recollection. Did you not tell Mr. William Pettibone, in a conversation with him, that some friend or friends of Mrs. Lewis had offered to furnish the necessary means?

(Objected to by counsel for complainant.)

A. If I did, it was from what Mr. Lewis had told me. I do not recollect telling Mr. Pettibone this.

Q. Did Mrs. Lewis tell you so?

(Objected to by counsel for complainant.)

A. Mrs. Lewis stated to me that some one, I do not now recollect who, said that he or some one would furnish means to have it investigated. I cannot recollect just how it was said. I cannot recollect how long after Mrs. Lewis received the money that she said this to me.

109

Q. Have you and Mrs. Lewis talked about this case since the last adjournment.

A. We have. I have talked with none others except counsel.

Q. When was the subject of bringing this suit first talked of between you and the complainant?

(Objected to by counsel for compl't.)

A. It was the day Mrs. Lewis received a reply from a note she wrote to Mr. Cammack, she requesting Mr. Cammack to call and see her. He refused, but wrote to her to come to him and he would talk with her. She then said she would have the matter investigated.

(Counsel for d'ft Cammack objects to any evidence as to the contents of this note—unless it is produced.)

Q. How long was it after Mrs. Lewis received the money that she received the note you speak of.

A. I cannot tell.

Q. Did you not always commence the conversation to Mrs. Lewis about having this matter investigated.

(Objected to by counsel for comp't.)

110 A. I did not.

Q. Did not the complainant on one occasion, and that after she had received the money, while you were urging her to investigate this matter, say that she was satisfied and did not wish you to trouble yourself about it, or words to this effect.

(Objected to, for the reason that the witness has already testified that she did not "urge", the complainant to have the matter investigated, by counsel for complainant.)

A. I do not recollect of her having made that or a similar remark. I do not think she did.

Q. How high was that bleak hill and in what part of the city is it, to which you have testified that Mr. Cammack carried Mr. Lewis.

A. I am not a surveyor & therefore cannot tell the height of the hill, as I was not there. I only know the condition Mr. Lewis was in when he returned, and believe his story.

Q. Not being a surveyor and not being present on the hill, how can you testify that it was a "bleak" hill?

A. I quote Mr. Lewis' own words.

111 Q. Then all you know about the ride was derived from what Mr. Lewis told you and not from your own personal knowledge?

A. Yes, except Mr. Lewis' condition when he returned.

Q. Have you undertaken to give Mr. Lewis' words, or the substance, or your own inference, derived from what he told you?

A. No. I judged from his condition that he told the truth. I mean that I used his own language about the ride.

Q. Are you as certain of this as you are of any other part to which you have testified.

(Objected to by counsel for compl.)

A. I am as certain. He used the words I have given.

Q. You have said in answer to a question put by counsel for complainant: "Because he (meaning the defendant Cammack) had the name by others of acting dishonorably." State who it was that you heard say so and what was said.

A. I have heard Capt. James Nash say "he never heard a man speak well of him; that he was a mean man." I have heard William Pettibone say that he was a "schemer" and that he (Cammack) was

112 confident that he had a sure thing in regard to Mr. Lewis' life-insurance; that he (Cammack) done it to make money, and that he had other lives insured to make money. I heard Mrs. William Chandlee say that he (Cammack) begrudged a three-cent' piece to put on the church plate, or words to that effect. I guess that's enough. I don't know any others, except Mrs. Lewis, who have spoken in this way of him.

Q Have you not talked about Mr. Cammack in a disparaging way, and said he was a dishonorable man?

(Objected to by counsel for complainant.)

A. I have. I think a mason that will take advantage of a brother mason's widow and children is dishonorable.

(The thoughts of the witness objected to.)

Q. Did or did not Mr. Lewis and Mrs. Lewis ride out subsequent to the ride that you have testified?

A. I do not recollect.

Q. Who is Capt. James Nash? Is he alive now?

A. He is not now alive; he was a navy officer boarding in Mr. Lewis' family. I had the conversation referred to with him in 1868,

113 while he was living with us. He left Mr. Lewis in the fall of 1868, I think. The converrsation occurred prior to his leaving. Capt. Nash spoke about Mr. Cammack when Mr. Lewis suggested to him to have some clothes made by him (Cammack) as he (Lewis) had sent him customers. The conversation commenced at that time in the spring or summer of 1868. Mr. Lewis was not present at that conversation.

Question by counsel for complainant:

Q. Do you know, of your own knowledge, or have you heard that any one furnished Mrs. Lewis with means to have this case investigated?

A. No.

Q. About the not' referred to as written by Mrs. Lewis to Mr. Cam-

mack, state if you know or not the occasion & purport of her writing, or why the same was written.

(Objected to by counsel for d'f't Cammack.)

A. I do. She wanted to know why Mr. Cammack had represented that Mr. Lewis owed him $3,000 instead of $70. I cannot tell the date of the note.

Q. When you say, in *a* answer to a question by counsel for d'f't Cammack, viz: "Are you as certain of this as you are of any other
114 fact to which you have testified?" and to which you replied, "I am certain; he used the words I have given," do you mean to say that you are as certain as to Mr. Lewis' language on that occasion as on any other occasion to which you have testified, using his words, or do you mean to say that you are certain that he said these words as you are to any facts testified to by you as of your own knowledge?

A. I meant he said the words I used in my testimony.

Question by counsel for d'f't Cammack:

Q. Did you read the note of Mrs. Lewis to Cammack?

A. I did, and the reply also. Mrs. Lewis did not consult me before writing. She told me she was going to. I don't know that I ever heard Mr. Lewis speak in any but favorable terms of Mr. Cammack. I don't think I ever told Mr. Cammack so. I may have done so.

SARAH F. WOODWORTH.

115 MRS. MARGARET F. LEWIS, of the city of Washington, and District of Columbia, aged 26, a witness produced, sworn, and examined on the part and behalf of the complainant, deposeth and saith as follows, to wit:

(Counsel for d'f't Cammack here interposes the following objection, viz: That the testimony of this witness is incompetent for any purpose connected with this suit.

In view ofthe objection raised at the last sitting, counsel for complainant states that he does not call upon this witness to testify as to any transaction with, or statement made by, J. E. Lewis, deceased.)

Examination of Mrs. Lewis continued as follows, to wit:

I am acquainted with Mr. Chandlee, a witness in this case.

Q. State what, if anything, Mr. Chandlee did regarding the settlement of your affairs after Mr. Lewis' decease.

(Objected to by counsel for d'f't Cammack.)

A. Shortly after Mr. Lewis' death, Mr. Chandlee brought me a paper to sign, and told me that after signing that I would receive $1,000. That was all that occurred at that time. He (Chandlee) said he
116 did not know how soon I would get the money, but probably very soon. He then put his name as witness to the paper he brought me.

(Witness shown Exhibit "J. E. L. No. 1.")

Q. Please state if that is the paper you then signed; and if so, under what circumstances and representations you signed it.

(Objected to by counsel for d'f't Cammack.)

A. It is the paper. I stated before that when Mr. Chandlee brought it, he told me, on signing it, I would get $1,000. I read the paper, and knew that the only just debt and claim that Mr. Cammack had was $70. Therefore I signed it. Mr. Chandlee brought no other paper to me at that time. (Exhibit "N. M. B." shown to witness.) It is my signature on the back of this check.

117 Q. Please state the circumstances under which you signed

your name on that check, at whose request you did so, and all the circumstances connected therewith.

(Objected to by counsel for d'f't Cammack.)

A. The day on which I signed my name to this paper, (the check,) Mr. Chandlee told me about noon to meet him at his store, and he would go to the bank with me. We went from the store to the Metropolitan Bank; we then went to the desk, and Mr. Chandlee took the check from his pocket-book, and laid it on the desk, and told me to put my name on it. I did so. He then presented the check to the teller, who presented me with an account-book. Mr. Chandlee then wrote out a check in favor of Mr. Milburn and Mr. Burchell. I went with him, and presented the check to the parties named.

Q. Did you at any time previous to going to the bank have this check in your own possession?

(Objected to by counsel for d'f't Cammack.)

A. I did not.

Q. Did Mr. Chandlee read the check to you, or make any explanation about it; if so, what?

118 (Objected to by counsel for d'f't Cammack.)

A. On our way from the bank, he told me that the reason I received $950 only was because there was a discount for pre-payment, and that he had paid a sum—I don't now recollect how much. He did not read the check to me at all. I only saw the back of the check; I did not see the face of it at all.

(Counsel for complainant offers in evidence a promissory note for $70, signed by J. E. Lewis, and marked Exhibit "M, E. L.") Same is handed to witness.

(Counsel for d'f't Cammack objects.)

119 Q. When and how did this note come into your possession?

(Objected to by counsel for d'f't Cammack.)

A. Sometime after signing the first paper, which Mr. Chandlee brought me, he brought me this with one or two other papers.

(Witness is here shown Exhibits C. & J. G., and identifies them as the papers.

Counsel for d'f't Cammack objects to the introduction of these Exhibits C. & J. G.)

Q. Do you remember the date of your receiving these papers?

A. I do not; it was after he brought me the first paper in which he witnessed my signature. I can't say whether it was before or after I went to the bank with Mr. Chandlee.

(Exhibit C. C., JR., shown the witness.)

Q. Please state if Mr. Chandlee presented that paper in your hand, C. C. JR., for approval or otherwise, at any time?

(Objected to by counsel for d'f't Cammack.)

A. He did not ever present it to me; I never received this paper from any one before.

120 Q. When you signed Exhibit J. E. L. No. 1, now handed you, did Mr. Chandlee or any one else inform you as to the existence of Exhibit J. G., also handed you now?

A. He did not, nor did I know of such a paper (Exhibit J. G.) until it was brought to me subsequently, as I testified.

Q. When you signed Exhibit J. E. L. No. 1, who was present, and where was it signed?

A. It was signed in my house; there were none present save Mr. Chandlee & myself.

The witness, Mrs. J. E. Lewis, in the presence of counsel for both par-

ties, says that she has not administered upon the estate of J. E. Lewis, her late husband, but brings this suit in her own right. Thereupon counsel for d'f't Cammack declined to cross-examine.

MRS. MAGGIE F. LEWIS.

121 Deposition of SAMUEL A. H. MCKIM, residing in the city of Washington, and District of Columbia, aged 44 years, a witness produced, sworn, and examined on the part and behalf of the complainant in the above-entitled cause, deposeth and saith as follows, to wit:

I am acquainted with Mr. Cammack and the company defendants in this suit. I am the examining physician of the New Jersey Mutual Life-Insurance Co., by appointment, under the seal of the company, for this District. I have been since the summer of 1867.

Q. State, if you please, the other officers of the company during that period.

(Objected to by counsel for d'f't Cammack.)

A. Messrs. W'm Herring and John T. Lighter were the agents—general managers—for this District. Mr. Herring is still the manager for this District. I remember seeing Mr. J. E. Lewis once. He was brought into the office on one occasion in the summer of 1866 or 1867, I think—I have no date to fix the date—for me to xamine with ref-
122 erence to effecting an insurance on his life in the New Jersey Mutual Life-Insurance Co. I think he came into the co. office on this occasion in company with Mr. Cammack. There were present Mr. Herring, Mr. Cammack, and Mr. McCallum, counsel for complainant on this occasion. I think Col. Herring handed me the application, and requested me to make the examination. I think Mr. Herring sent out to Mr. Cammack to bring Mr. Lewis in. I commenced the examination. When I got down to the 3rd question, viz, Does auscultation and percussion of the chest indicate any disease of the heart or respiratory organs, I found that there was a diseased condition of his lungs. I spoke to him regarding that condition, and he told me that Dr. Bliss had been attending him for dropsy of the chest, which I found appeared on my examination. I then told him that I should not proceed any further with the examination until he had procured the certificate of his attending physician. [My instructions are that *that* the attending physician's certificate and that of the applicant's should be completed and in my
122½ hands before the examination is made, but when these cannot be obtained before the examination, the application is to be retained by the examining physician, and his final answer is made up on the full data.]

(Part in brackets the counsel for complainant considers voluntary, and not responsive to any question. Counsel for d'f't Cammack objects to the part in brackets. Counsel for the co. insists that the testimony is legitimate & proper.—E. C. INGERSOLL, *Examiner*.)

Witness resuming—

Q. What report did you then make?

A. I handed the application back to the agent, Mr. Herring, with the request that the certificate of the family physician be filled up. I made no report; it was not called for or expected. I refused to recommend the risk. I spoke of the diseased condition of Mr. Lewis's lungs to Mr. Herring, in the office. I think I made this remark: that "I did not intend to get myself in a snap knowingly."

Q. Did Mr. Herring respond? &, if so, what?

123 (Objected to by counsel for d'f't Cammack.)

A. He said that he would get Dr. Bliss' certificate. I have no further knowledge of the case at all.

Q. Are you not aware that Mr. Lewis was insured subsequently in your co.; and if so, when did you become aware of it?

(Objected to by counsel for d'f't Cammack.)

A. I heard it mentioned in the office that he was insured. I don't know when or how it was mentioned in my hearing. Mr. Herring never brought the application back to me.

Cross-examination by counsel for insurance company, Mr. F. P. Stanton:

Q. State whether, at the time of your examination, Mr. Lewis was, in your judgment, a proper subject for insurance, according to the rules adopted by insurance companies?

(Objected to by counsel for complainant.)

A. In my opinion he was not.

Q. Did you or not inform Mr. Lewis of the condition of his lungs?

A. I don't remember. Some conversation took place. He told
124 me what he had been treated for by Dr. Bliss, viz, "dropsy of the chest."

Q. Is this disease, "dropsy of the chest," in any way indicative of disease of the lungs?

(Objected to by counsel for complainant.)

A. Not of the lungs proper, but of the covering membrane, the result of a disease commonly known as pleurisy. In such cases, however, the lungs are ferquently involved.

Cross-examination by counsel for d'f't Cammack:

Q. Did you make any written report to the company as to the condition of the health of Mr. Lewis?

A. I did not.

Q. You have testified that you refused to recommend the risk on Mr. Lewis. State if you made that refusal in writing to the company?

A. I did not make the refusal in writing. It was not expected of me to do so; the company did not expect me to do so. I refused the risk verbally to the agent.

Q. Do not persons frequently recover from pneumonia, or
125 pleurisy, and enjoy as good health or better than before an attack of either of these diseases?

A. A person may recover from either or both; a majority of them do.

S. A. H. McKIM, *M. D.*
Medical Examiner N. J. Mutual Life-Insurance Co.

DISTRICT OF COLUMBIA,
County of Washington, ss:

I, Edw'd C. Ingersoll, examiner in chancery, do hereby certify that, in pursuance of the annexed agreement of counsel, & notice, the foregoing depositions were taken down, and by me reduced to writing, in the presence of, and from the statement of the witnesses, at the time and place designated in the caption thereof, and were then and there by me read over to the witnesses, and by them subscribed in my presence and in the presence of counsel for compl't and defendant, who were then and there attending, the witnesses having been by me first

duly sworn to testify the truth, the whole truth, and nothing but
126 the truth touching the matters at issue in said cause.

I further certify that I am not of counsel for any of the parties in said cause, or in any manner interested therein.

[L. S.] EDWARD C. INGERSOLL,
Examiner in Chancery.

127 *Decree March* 24, 1871.

In the supreme court of the District of Columbia, special term—Justice MacArthur presiding.

MARGARET F. LEWIS,
vs.
CHRISTOPHER CAMMACK, J'R. } Equity No. 1831.

This cause came on to be heard at this term, and was argued by counsel; and thereupon, upon consideration thereof, it is ordered, adjudged, and decreed, as follows:

1. That the bill as against the New Jersey Mutual Life-Insurance Co. be dismissed.

2. That the cross-bill filed by said company be dismissed.

3. That the promissory note for $3,000.00, dated June 19th, 1868, was made by J. E. Lewis, deceased, and delivered with the assignment of policy No. 2885, issued by the New Jersey Mutual Life-Insurance Co. on the life of said Lewis, to said Cammack, as security for the payment of the indebtedness due by said Lewis to said Cammack at the date thereof.

4. That the cause be referred to W. S. Cox, auditor, to determine the amount owing by said Lewis to said Cammack, including the premium, if any, paid by him on said policy of life-insurance.

128 5. That the money paid by said company on said policy, No. 2885, to said Cammack was and is the property of said plaintiff, and that said Cammack pay over the same to the said plaintiff with interest from the time he received the same, after deducting therefrom the amount of indebtedness and premium paid as shall be determined by said auditor's report and the confirmation thereof by the court. And that each party pay their own costs.

By the court.

MACARTHUR. *Justice.*

129 *Precipe for appeal to the general term. Filed Mar.* 28, 1871.

In the supreme court of the District of Columbia.

CLERK'S OFFICE:

MARGARET F. LEWIS
vs.
CHRISTOPHER CAMMACK, J'R, ET AL. } No. 1831. Eq. doc. 10.

The clerk will please enter an appeal to the general term from the decree passed herein on the 24th instant.

March 28, 1871.

BRENT & JOHNSON,
For Defendant Cammack.

Appeal entered as per precipe.
By the clerk.

130 *Bond of appeal to general term. Filed April* 15, 1871.

In the supreme court of the District of Columbia, this 15th day of April, 1871.

MARGARET F. LEWIS
vs.
C. CAMMACK, J'R., ET AL. } No. 1831. Eq. doc. 10.

The defendant Cammack, having appealed to the general term from the decree pronounced against him in special term on the 24th day of March, A. D. 1871, and John J. Johnson, his surety, for themselves, and each of them, their and each of their heirs, executors, and administrators, hereby undertake in the sum of fifty dollars, to pay all costs of this appeal in accordance with said decree.

C. CAMMACK, JR. [SEAL.]
JOHN J. JOHNSON. [SEAL.]

Witness: J. J. JOHNSON.

The foregoing bond is hereby approved this 15th day of April, 1871.
By the court.

MACARTHUR, *Justice.*

131 *Proceedings before the supreme court of general term, commencing Monday, April* 17, 1871.

MONDAY, *April* 17, 1871.

By order of the justices present, to wit, Chief Justice Cartter and justices Olin, Wylie, Humphreys, and MacArthur, the marshal proclaimed the opening of the term.

WEDNESDAY, *June* 7, 1871.

Session resumed pursuant to adjournment. Present, Chief Justice Cartter, and Justices Olin, Humphreys, and MacArthur; absent, Justice Wylie, holding circuit court.

Decree in gen. term.—Filed June 7, 1871.

MARGARET F. LEWIS
vs.
CHRISTOPHER CAMMACK, JR., ET AL. } No. 1831. Eq. doc. 10.

This cause having been heard upon the record of the special term, and being argued by counsel on both sides, it thereupon ordered, adjudged, and decreed that the decree of the said special term, from which the appeal to this court was prosecuted, be, and the same
132 is hereby, affirmed, with costs.

And the court remands the cause to the special term in equity, to be proceeded with according to law.

And from this decree the defendant Cammack, by his solicitor, prays in open court an appeal to the Supreme Court of the United States, and the same is allowed.

133 *Bond of appeal to sup. c't U. S.—Filed June* 14, '71.

In the supreme court of the District of Columbia. June 14, 1371.

MARGARET F. LEWIS
vs.
CHRISTOPHER CAMMACK, JR., ET AL. } No. 1831. Eq. doc. 10.

The Cammack, jr., principal, and William S. Thompson, his surety, acknowledge themselves to be jointly and severally indebted to the complainant in the sum of two thousand dollars, for payment of which they bind themselves, and each of them, their and each of their heirs, executors, and administrators. Witness their hands and seals the day and year aforesaid.

Whereas the defendant has prayed and obtained an appeal from the decree pronounced by the supreme court of the District of Columbia, in the above-entitled cause, on the 7th day of June, 1871:

Now, if he prosecutes said appeal with effect in the Supreme Court of the United States, to which court his said appeal has been
134 prayed and granted, then this obligation shall be of no effect; otherwise it shall bind the said principal and his surety to abide by and perform the decree of the said Supreme Court of the United States.

C. CAMMACK, JR. [SEAL.]
W. THOMPSON. [SEAL.]

Witness to both signatures:
T. A. HOWARD.

Approved and ordered to operate as a supersedeas.
MACARTHUR, *Justice.*

(Endorsed:)
"I have this day submitted this bond to Mr. McCallum, counsel for Mrs. Lewis, and he also approves of it.
J. J. JOHNSON.
JUNE 14, 1871.

Indorsement on cover:) No. 448. Christopher Cammack, jr., appellant, vs. Margaret F. Lewis. Dist. of Columbia sup. court. Filed 1st December, 1871.